Form (2)

Sr. No. 5519-S
Dated. 28-5-2014

THE REPUBLIC OF THE UNION OF MYANMAR

The Myanmar Investment Commission

PERMIT

Permit No. 730/ 2014 Date 28 May 2014

This Permit is issued by the Myanmar Investment Commission according to the section 13, sub - section (b) of the Republic of the Union of Myanmar Foreign Investment Law-

(a) Name of Investor/Promoter MRS. WEI, CHIU-YEN

(b) Citizenship TAIWANESE

(c) Address NO.42, ALY, 161, HEXING LANE, PITOU TOWNSHIP, CHANGHUA COUNTY 523, TAIWAN

(d) Name and Address of principle organization WEDTEX INDUSTRIAL (HK) CO., LTD., UNIT 1111, 11/F., TRENDY CENTRE, 682-684 CASTLE PEAK ROAD, KOWLOON, HONG KONG

(e) Place of incorporation HONG KONG

(f) Type of business in which investment is to be made MANUFACTURING OF EMBROIDERY, BRIDAL DRESS AND ACCESSORIES ON CMP BASIS

(g) Place(s) at which investment is permitted PLOT NO.A-8, MINGALADON INDUSTRIAL PARK, MINGALADON TOWNSHIP, YANGON REGION

(h) Amount of foreign capital US $ 5.00 MILLION

(i) Period for bringing in foreign capital WITHIN 1 YEAR AFTER ISSUANCE OF MIC PERMIT

(j) Total amount of capital (Kyat) EQUIVALENT IN KYAT OF US $ 5.00 MILLION

(k) Construction period 2 YEARS

(l) Permitted duration of investment 34 YEARS

(m) Form of investment WHOLLY FOREIGN OWNED INVESTMENT

(n) Name of Company incorporated in Myanmar WILLIAM (MYANMAR) INDUSTRIAL COMPANY LIMITED

Win Shein

Chairman

The Myanmar Investment Commission

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်

ခွင့်ပြုမိန့်

ခွင့်ပြုမိန့်အမှတ် ၄၃၀/၂၀၁၄ ၂၀၁၄ ခုနှစ်၊ မေလ ၂၈ ရက်

ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ဥပဒေ ပုဒ်မ ၁၃ပုဒ်မခွဲ(ခ) အရ ဤခွင့်ပြုမိန့်ကို မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်က ထုတ်ပေးလိုက်သည် -

(က) ရင်းနှီးမြှုပ်နှံသူ/ကမကထပြုသူအမည် MRS. WEI, CHIU-YEN

(ခ) နိုင်ငံသား TAIWANESE

(ဂ) နေရပ်လိပ်စာ NO.42, ALY. 161, HEXING LANE, PITOU TOWNSHIP, CHANGHUA COUNTY 523, TAIWAN

(ဃ) ပင်မအဖွဲ့အစည်းအမည်နှင့်လိပ်စာ WEDTEX INDUSTRIAL (HK) CO., LTD., UNIT 1111, 11/F., TRENDY CENTRE, 682-684 CASTLE PEAK ROAD, KOWLOON, HONG KONG

(င) ဖွဲ့စည်းရာအရပ် HONG KONG

(စ) ရင်းနှီးမြှုပ်နှံသည့်လုပ်ငန်းအမျိုးအစား CMP စနစ်ဖြင့် ဇာပန်းထိုး၊ သတို့သမီးဝတ်စုံနှင့် အသုံးအဆောင်ပစ္စည်းများ ထုတ်လုပ်ခြင်း

(ဆ) ရင်းနှီးမြှုပ်နှံသည့်အရပ်ဒေသ(များ) မြေကွက်အမှတ် အေ-၈၊ မင်္ဂလာဒုံစက်မှုဇုန်၊ မင်္ဂလာဒုံမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး

(ဇ) နိုင်ငံခြားမတည်ငွေရင်း ပမာဏ အမေရိကန်ဒေါ်လာ ၅.၀၀ သန်း

(ဈ) နိုင်ငံခြားမတည်ငွေရင်းယူဆောင်လာရမည့်ကာလ ကော်မရှင်ခွင့်ပြုမိန့်ရရှိပြီး (၁)နှစ် အတွင်း

(ည) စုစုပေါင်း မတည်ငွေရင်းပမာဏ(ကျပ်) အမေရိကန်ဒေါ်လာ ၅.၀၀ သန်းနှင့် ညီမျှသော မြန်မာကျပ်ငွေ

(ဋ) တည်ဆောက်မှုကာလ ၂ နှစ်

(ဌ) ရင်းနှီးမြှုပ်နှံခွင့်ပြုသည့် သက်တမ်း ၃၄ နှစ်

(ဍ) ရင်းနှီးမြှုပ်နှံမှုပုံစံ ရာခိုင်နှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု

(ဎ) မြန်မာနိုင်ငံတွင် ဖွဲ့စည်းမည့် ကုမ္ပဏီအမည် WILLIAM (MYANMAR) INDUSTRIAL COMPANY LIMITED

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

THE REPUBLIC OF THE UNION OF MYANMAR
MYANMAR INVESTMENT COMMISSION
Building No.(32), Nay Pyi Taw

Our ref : DICA-6(A)/FI-966/2014(5519-S)
Date : 28 May 2014

Tel: 067- 406334, 406075
Fax: 95-67-406333

Subject: **Decision of the Myanmar Investment Commission on the Proposal for "Manufacturing of Embroidery, Bridal Dress and Accessories on CMP Basis" under the name of "William (Myanmar) Industrial Company Limited"**

Reference: Ministry of construction Letter No. 26/ khwe - 3/2014(C 1843) dated (13-2-2014).

1. The Myanmar Investment Commission, at its meeting (13/2014) held on (26-4-2014) had approved the proposal for investment in "Manufacturing of Embroidery, Bridal Dress and Accessories on CMP Basis" under the name of "William (Myanmar) Industrial Company Limited" submitted by Wedtex Industrial (HK) Co., Ltd. (98%) from Hong Kong, Mr. Wang, Feng-Te (1%) and Mrs. Wei, Chiu-Yen (1%) from Taiwan as a wholly foreign owned investment.

2. Hence, the "Permit" is herewith issued in accordance with Chapter VII, section 13(b) of Foreign Investment Law and Chapter VIII, Rule 49 of the Foreign Investment Rules relating to Foreign Investment Law. Terms and conditions to the "Permit" are stated in the following paragraphs.

3. The permitted duration of the project shall be 34(thirty four) years commencing from the issuing date of Physical Delivery Receipt and ending on the date 7th February, 2048 pursuant to Sub-Lease Agreement Chapter 1.1. William (Myanmar) Industrial Company Limited agrees to stop operation immediately and remove all William (Myanmar) Industrial Company Limited's properties within 30(thirty) days from the date of termination and return the land to the Mingaladon Industrial Park Co., Ltd. in good condition mentioned as in Sub-Lease Agreement Chapter 9, for the project area Plot No.A-8 of 10,127 square metre(2.502 acres). At the end of the leased period, William (Myanmar) Industrial Company Limited shall transfer the leased land and factory buildings (immovable properties) to the lessor within 3 months in good condition, ground damages having been refilled or repaired.

4. William (Myanmar) Industrial Company Limited shall provide the land use premium to the amount of US$ 587,366 (United States Dollar five hundred and eighty-seven thousand, three hundred and sixty-six only) in favour of Mingaladon Industrial Park Co., Ltd. in three installments as follows:-

(a) the first instalment of 10% (Ten) percent of the Land Use Premium amounting to US $ 58,736.60 (United States Dollar fifty eight thousand, seven hundred and thirty-six and sixty cent only) shall be paid on the date of signing of Sub-Lease Agreement.

(b) the second instalment of 50%(Fifty)percent of the Land Use Premium amounting to US $ 293,683(United States Dollar two hundred and ninety-three thousand, six hundred and eighty-three only) shall be paid to the Mingaladon Industrial Park Co., Ltd. within 30(thirty) days after signing of Sub-Lease Agreement. If William (Myanmar) Industrial Company Limited fail to pay in stipulated period Mingaladon Industrial Park Co., Ltd. shall have the right to terminate the Sub-Lease Agreement at its own discretion and the first instalment shall be forfeited.

(c) the final instalment of 40% (Forty) percent of the Land Use Premium amounting to US $ 234,946.40(United States Dollar two hundred and thirty-four thousand, nine hundred and forty-six and forty cent only) shall be paid to the Mingaladon Industrial Park Co., Ltd. by William (Myanmar) Industrial Company Limited either within 4(Four) months after signing of the Sub-Lease Agreement or upon the Mingaladon Industrial Park Co., Ltd. issuing of the receipt whichever comes earlier, failing which the Mingaladon Industrial Park Co., Ltd. shall have the right to terminate the Sub-Lease Agreement at its own discretion and the first instalment and the second instalment shall be forfeited.

5. William (Myanmar) Industrial Company Limited shall pay the annual land rent on yearly basis at the rate of US $ 0.30 (United States Dollar thirty cent only) per square meter per annum for the project area to the amount of US $ 3038.10 (United States Dollar three thousand and thirty-eight and ten cent only) as well as Management fees and Utility Charges to be paid in accordance with the estate conditions of the Mingaladon Industrial Park. The rent shall be reviewed and revised every 5(Five) years period and the rate of increase shall not be more than 15% of the previous rate.

6. William (Myanmar) Industrial Company Limited shall provide a security deposit to the amount of US $ 3038.10 (United States Dollar three thousand and thirty-eight and ten cent only) to the Mingaladon Industrial Park Co., Ltd. on the date of signing of the Sub-Lease Agreement.

7. In issuing this "Permit," the Commission has granted, the followings, exemptions and reliefs as per Chapter XII, section 27(a), (h), (i) and (k) of Foreign Investment Law. Other exemptions and reliefs under section 27 shall have to be applied upon the actual performance of the project;

(a) As per section 27(a), income tax exemption for a period of five consecutive years including the year of commencement on commercial production;

(b) As per section 27(h), exemption or relief from customs duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business, which are imported as they are actually required for use during the period of construction of business;

(c) As per section 27(i), exemption or relief from customs duty or other internal taxes or both on raw materials imported for production for the first three-year after the completion of construction of business;

(d) As per section 27(k), exemption or relief from commercial tax on the goods produced for export.

8. William (Myanmar) Industrial Company Limited shall have to sign the Sub - Lease Agreement with the Mingaladon Industrial Park Co., Ltd. After signing the Agreement, (5) copies shall have to be forwarded to the Commission.

9. William (Myanmar) Industrial Company Limited in consultation with the Department of Company Registration, Directorate of Investment and Company Administration shall have to be registered. After registration, (5) copies each of Certificate of Incorporation and Memorandum of Association and Articles of Association shall have to be forwarded to the Commission.

10. William (Myanmar) Industrial Company Limited shall use its best efforts for timely realization of works stated in the proposal. If none of such works has been commenced within one year from the date of issue of this "Permit", it shall become null and void.

11. William (Myanmar) Industrial Company Limited has to abide by Chapter X, Rule 58 and 59 of the Foreign Investment Rules for construction period.

12. As per Chapter X, Rule 61 of the Foreign Investment Rules, extension of construction period shall not be allowed more than one except it is due to unavoidable events such as natural disasters, instabilities, riots, strikes, emergency of State condition, insurgency and outbreak of wars.

13. As per Chapter X, Rule 63 of the Foreign Investment Rules, if the William (Myanmar) Industrial Company Limited cannot construct completely in time the construction period or extension period, the Commission will have to withdraw the permit issued to the investor and there is no refund for the expenses of the project.

14. The commercial date of operation shall be reported to the Commission.

15. William (Myanmar) Industrial Company Limited shall endeavour to meet the targets for production and export stated in the proposal as the minimum target.

16. The Commission approves periodical appointments of foreign experts and technicians from abroad as per proposal and also in accordance with Chapter XI, section 24 and section 25 of the Foreign Investment Law and William (Myanmar) Industrial Company Limited has to follow the existing Labour Laws for the recruitment of staff and labour in accordance with Chapter XIII, Rule 84 of the Foreign Investment Rules.

17. In order to evaluate foreign capital and for the purpose of its registration in accordance with the provisions under Chapter XV, section 37 of the Foreign Investment Law, it is compulsory to report as early as possible in the following manner:-

(a) the amount of foreign currency brought into Myanmar, attached with the necessary documents issued by the respective bank where the account is opened and defined under Chapter XVI, Rule 134 and 135 of the Foreign Investment Rules;

(b) the detailed lists of the type and value of foreign capital defined under Chapter I, section 2(i) of the Foreign Investment Law, other than foreign currency.

18. Whenever William (Myanmar) Industrial Company Limited brings in foreign capital defined under Chapter I, section 2(i) of the Foreign Investment Law, other than foreign currency in the manner stated in paragraph 17(b) mentioned above, the

Inspection Certificate endorsed and issued by an internationally recognized Inspection Firm with regard to quantity, quality and price of imported materials shall have to be attached.

19. William (Myanmar) Industrial Company Limited has the right to make account transfer and expend the foreign currency from his bank account in accordance with Chapter XVI, Rule 136 of the Foreign Investment Rules and for account transfer of local currency generated from the business to the local currency account opened at the bank by a citizen or a citizen-owned business in the Union and right to transfer back the equivalent amount of foreign currency from the foreign currency bank account of a citizen or citizen-owned business by submitting the sufficient document in accordance with Chapter XVII, Rule 145 of the Foreign Investment Rules.

20. William (Myanmar) Industrial Company Limited shall report to the Commission for any alteration in the physical and financial plan of the project. Cost over-run, over and above the investment amount pledged in both local and foreign currency shall have to be reported as early as possible.

21. William (Myanmar) Industrial Company Limited shall be responsible for the preservation of the environment at and around the area of the project site. In addition to this, it shall carry out as per instructions made by Ministry of Environmental Conservation and Forestry in which to conduct Environmental Management Plan (EMP) which describe the measure to be taken for preventing, mitigation and monitoring significant environmental impacts resulting from the implementation and operation of proposed project or business or activity has to be prepared and submitted and to perform activities in accordance with this EMP and to abide by the environmental policy, Environmental Conservation Law and other environmental related rules and procedures.

22. William (Myanmar) Industrial Company Limited shall contribute minimum 1% of the annual net profit for Corporate Social Responsibility (CSR) activities in Myanmar.

23. After getting permit from Myanmar Investment Commission, William (Myanmar) Industrial Company Limited shall have to be registered at the Directorate of Industrial Supervision and Inspection.

24. William (Myanmar) Industrial Company Limited shall have to abide by the Fire Services Department's rules, regulations, directives and instructions. Moreover, fire

prevention measures shall have to undertake such as water storage tank, fire extinguishers and provide training to use the fire fighting equipments.

25. Payment of principal and interest of the loan (if any) as well as payment for import of raw materials and spare parts etc., shall be made out of the export earnings (CMP charges) of William (Myanmar) Industrial Company Limited. Commercial Tax shall be levied on sales of reject items.

26. William (Myanmar) Industrial Company Limited in consultation with Myanma Insurance, shall effect such types of insurance defined under Chapter XII, Rule 79 and 80 of the Foreign Investment Rules.

(Win Shein)
Chairman

William (Myanmar) Industrial Company Limited

c/o Director General
Department of Human Settlements & Housing Development

cc:
1. Office of the Government of the Republic of the Union of Myanmar
2. Office of the Yangon Region Government
3. Ministry of National Planning and Economic Development
4. Ministry of Finance
5. Ministry of Commerce
6. Ministry of Industry
7. Ministry of Foreign Affairs
8. Ministry of Home Affairs
9. Ministry of Immigration and Population
10. Ministry of Labour, Employment and Social Security
11. Ministry of Electric Power
12. Ministry of Environmental Conservation and Forestry
13. Ministry of Construction
14. Director General, Directorate of Investment and Company Administration
15. Director General, Directorate of Industrial Supervision and Inspection
16. Director General, Customs Department
17. Director General, Internal Revenue Department
18. Director General, Directorate of Trade

19. Director General, Immigration and National Registration Department
20. Director General, Directorate of Labour
21. Director General, Department of Environmental Conservation
22. Director General, Fire Services Department
23. Managing Director, Myanma Foreign Trade Bank
24. Managing Director, Myanma Investment and Commercial Bank
25. Managing Director, Myanma Insurance
26. Managing Director, Myanma Electric Power Enterprise
27. Chairman, Republic of the Union of Myanmar Federation of Chambers of Commerce and Industry(UMFCCI)

အကြောင်းအရာ။ William (Myanmar) Industrial Co., Ltd. မှ CMP စနစ်ဖြင့် သတို့သမီးဝတ်စုံ၊ ဇာပန်းထိုးနှင့် အဝတ်အထည် အသုံးအဆောင်ပစ္စည်းများ ထုတ်လုပ်ခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြုတင်ပြလာခြင်းကိစ္စ

၁။	ကုမ္ပဏီအမည်	- William (Myanmar) Industrial Co., Ltd.
		- Mrs. Wei, Chiu-Yen (Taiwanese)
	အဖွဲ့အစည်းပုံသဏ္ဍာန်	- ရာခိုင်နှုန်းပြည့် နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှု
		- Wedtex Industrial (HK) Co, Ltd. (ဟောင်ကောင်) ၉၈%
		- Mr. Wang, Feng-Te (ထိုင်ဝမ်) ၁%
		- Mrs. Wei, Chiu-Yen (ထိုင်ဝမ်) ၁%
	လုပ်ငန်းအမျိုးအစား	- CMP စနစ်ဖြင့် သတို့သမီးဝတ်စုံ၊ ဇာထိုးပန်းထိုးနှင့် အဝတ်အထည် အသုံးအဆောင် ပစ္စည်းများထုတ်လုပ်ခြင်းလုပ်ငန်း
၂။	တည်နေရာ	- မြေကွက်အမှတ် အေ-၈၊ မင်္ဂလာဒုံစက်မှုဇုန်၊ မင်္ဂလာဒုံမြို့နယ်၊ ရန်ကုန် တိုင်းဒေသကြီး
	စုစုပေါင်းရင်းနှီးမြှုပ်နှံမှု	- အမေရိကန်ဒေါ်လာ ၅.၀၀သန်း
	ထည့်ဝင်သည့် အမျိုးအစား	US $ (သန်း)
	ငွေသား	၁.၂၀၆
	စက်နှင့် စက်ပစ္စည်း (ပြည်ပဝယ်)	၀.၂၇၈
	မြေအသုံးချမှုပရီမီယံ	၀.၅၈၇
	အဆောက်အဦတန်ဘိုး	၂.၆၂၃
	လုပ်ငန်းသုံးမော်တော်ယာဥ် (ပြည်ပဝယ်)	၀.၃၀၆
	စုစုပေါင်း	**၅.၀၀၀**
	လုပ်ငန်းသက်တမ်း/မြေငှားသက်တမ်း	- ၃၄နှစ်
	တည်ဆောက်ရေးကာလ	- ၂နှစ်
	မြေဧရိယာ	- ၁၀,၁၂၇ စတုရန်းမီတာ (၂.၅၀၂ ဧက)
၃။	နှစ်စဥ်မြေငှားရမ်းခ	- အမေရိကန်ဒေါ်လာ ၃,၀၃၈.၁၀
	မြေငှားရမ်းခနှုန်း	- တစ်နှစ်လျှင် တစ်စတုရန်းမီတာ US$ ၀.၃၀ နှုန်း
	မြေအသုံးချမှုပေးငွေနှုန်း	- အမေရိကန်ဒေါ်လာ ၅၈၇,၃၆၆
		- တစ်စတုရန်းမီတာ US $ ၅၈ နှုန်း
	ပထမအရစ်	- US $ ၅၈,၇၃၆ (၁၀%)
	ဒုတိယအရစ်	- US $ ၂၉၃,၆၈၃ (၅၀%)
	တတိယအရစ်(နောက်ဆုံးအရစ်)	- US $ ၂၃၄,၉၄၆ (၄၀%)

၄။	ရောင်းချမည့် နည်းစနစ်	- ၉၉% ပြည်ပသို့ တင်ပို့ခြင်း ၁% ပြည်တွင်းရောင်း
၅။	ကုမ္ပဏီ၏ဝင်ငွေ (ပုံမှန်နှစ်)	- အမေရိကန်ဒေါ်လာ ၁၉.၉၁၅ သန်း
၆။	ကုမ္ပဏီ၏ အသားတင်အမြတ် (ပုံမှန်နှစ်)	- အမေရိကန်ဒေါ်လာ ၁.၃၆၉ သန်း
၇။	နိုင်ငံတော်မှ ပုံမှန်နှစ်တွင် ရရှိမည့် အကျိုးအမြတ် (ပုံမှန်နှစ်)	
	ဝင်ငွေခွန် ကုန်သွယ်လုပ်ငန်းခွန်	- အမေရိကန်ဒေါ်လာ ၀.၄၅၆ သန်း - အမေရိကန်ဒေါ်လာ ၁,၃၁၆
၈။	အရင်းကြေကာလ	- ၄ နှစ် ၆လ
၉။	အရင်းအနှီးအပေါ် အကျိုးအမြတ် ပြန်ပေါ်နှုန်း (IRR)	- ၂၄%
၁၀။	ဝန်ထမ်းအင်အား	- ၆၂၃
	ပြည်တွင်း	- ၆၁၀ (ပြည်တွင်း ဝန်ထမ်းတစ်ဦး၏ အနိမ့်ဆုံးလစာ US $ ၉၀နှင့် အမြင့်ဆုံးလစာ US $ ၄၀၀)
	ပြည်ပ	- ၁၃(ပြည်ပဝန်ထမ်းတစ်ဦး၏အနိမ့်ဆုံးလစာ US $ ၄၀၀ နှင့် အမြင့်ဆုံးလစာ US $ ၉၀၀)
၁၁။	လျှပ်စစ်ဓါတ်အားသုံးစွဲမှု	- ၇,၀၀၀ kWhr

ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်အတွင်း

နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုပြုလုပ်ရန် ရင်းနှီးမြှုပ်နှံလိုသူ၏

ဆောင်ရွက်ရန် အဆိုပြုချက်

"ဝီလီယံ (မြန်မာ) အင်ဒက်စ်ထရီယယ် ကုမ္ပဏီလီမိတက်"

PROPOSAL OF THE INVESTOR

FOR MAKING FOREIGN INVESTMENT

IN THE REPUBLIC OF THE UNION OF MYANMAR

"WILLIAM (MYANMAR) INDUSTRIAL COMPANY LIMITED"

偉特企業股份有限公司
114台北市內湖路1段88號6樓
電話 886-2-26578456
傳真 886-2-26578398

WEDTEX INDUSTRIAL CORP.
6F., No.88, Sec.1, Nei Hu Road, Taipei, Taiwan
Tel : 886-2-26578456 Fax : 886-2-26578398
E-mail : wedtex@ms2.hinet.net

, 2014

Chairman
Myanmar Investment Commission
Building (32), Nay Pyi Taw,
The Republic of the Union of Myanmar.

Subject: **Application for Investment Permit for establishment of 100% foreign owned company for carrying out manufacturing and marketing of bridal dress, fabric and garment accessories under CMP basis in the Republic of the Union of Myanmar.**

Your Excellency,

I, the Promoter, have the honor to submit a proposal together with supporting documents, which have been prepared for establishment of 100% foreign owned company under the name of **WILLIAM (MYANMAR) INDUSTRIAL CO., LTD** in accordance with the Foreign Investment Law and the Myanmar Companies Act for carrying out manufacturing and marketing of bridal dress, fabric and garment accessories under CMP basis at Plot No. A-8, Mingaladon Industrial Park, Corner of No. 3 Highway Road and Khayebin Road, Mingaladon Township, Yangon Region, the Republic of the Union of Myanmar.

WILLIAM (MYANMAR) INDUSTRIAL CO., LTD will initially carry out manufacturing and marketing of bridal dress, fabric and garment accessories under CMP basis in the Republic of the Union of Myanmar. The Company has a plan to gradually increase production volume in the Republic of the Union of Myanmar.

The major data regarding the proposed investment are as follows:

(a) Project	:	Manufacturing and marketing of bridal dress, fabric and garment accessories under CMP basis.
(b) Construction Period	:	2 years

(c) Estimated total employees in first year	:	Local	610	persons
		Foreigner	13	persons
		Total	623	persons
(d) Estimated total employees in regular year .	:	Local	761	persons
		Foreigner	6	persons
		Total	767	persons
(e) Technique	:	China Technique		
(f) System of sales	:	99 % export sales and 1% local sales		

For the purpose of the above investment, I hereby tender this application for the issuance of Investment Permit according to Section 19 of the Foreign Investment Law.

Having full confidence that our investment in the Republic of the Union of Myanmar will be beneficial to the people of the Republic of the Union of Myanmar and the country, I submit the following supporting documents along with the proposal:

1. Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar;
2. Draft of Lease Agreement for leasing land at Plot No. A-8, Mingaladon Industrial Park, Corner of No. 3 Highway Road and Khayebin Road, Mingaladon Township, Yangon Region, the Republic of the Union of Myanmar;
3. References for business and financial standing;
4. Draft of Memorandum of Association and Articles of Association.

I also hereby apply for the exemptions and reliefs specified in Section 27 of the Foreign Investment Law as follows:

(a) Income tax exemption for a period of five consecutive years including the year of commencement on commercial scale to our business. Moreover, in case where it is beneficial to the Union, income tax exemption or relief for suitable period depending upon the success of the business in which investment is made;

(b) Exemptions or reliefs from income tax on profits of the business if they are maintained for re-investment in a reserve fund and re-invested therein within 1 year after the reserve is made;

(c) Right to deduct depreciation from the profit, after computing as the rate of deducting depreciation stipulated by the Union, in respect of machinery, equipment, building or other capital assets used in the business for the purpose of income tax assessment;

(d) Right to pay income tax on the income of foreigners at the rates applicable to the citizens residing within the Union;

(e) Right to deduct expenses from the assessable income, such expenses incurred in respect of research and development relating to the business which are actually required and are carried out within the Union;

(f) Right to carry forward and set-off the loss up to 3 consecutive years from the year the loss is actually sustained within 2 years following the enjoyment of exemption from income tax as contained in (a) above;

(g) Exemption or relief from custom duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business , which are imported as they are actually required for use during the period of construction business;

(h) Exemption or relief from customs duty or other internal taxes or both on raw materials imported for production for the first three-year after the completion of construction of business;

(i) If the volume of investment is increased with the approval of the Commission and the original investment business is expanded during the permitted period, exemption or relief from custom duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business which are imported as they are actually required for use in business expanded as such;

Since our company will carry out manufacturing and marketing of bridal dress, fabric and garment accessories under CMP basis, it will require different level of skills to be provided through appropriate trainings to employees. In addition, certain types of capital in kind are also required to be imported into the Republic of the Union of Myanmar as per Investment Plan (Annex-1).

Therefore, I further request Your Excellency to kindly grant exemption from customs duty and all other internal taxes on importation of capital in kind as per Investment Plan (Annex-1).

It is my sincere hope that Your Excellency's Commission will be able to give this matter a favorable consideration and also grant approval at the earliest convince. Finally, I assure that the proposed investment will be contributing greatly to the economic development of the Republic of the Union of Myanmar.

Yours faithfully,

魏秋燕

Mrs. Wei, Chiu-Yen
Promoter of the Proposal

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်ရန် ကမကထပြုသူ၏ ဆောင်ရွက်ရန် အဆိုပြုချက်

PROPOSAL OF THE PROMOTER TO MAKE FOREIGN INVESTMENT IN THE REPUBLIC OF THE UNION OF MYANMAR

Form (I)

Proposal Form of Investor/Promoter for the investment to be made in the Republic of the Union of Myanmar

To,

Chairman
Myanmar Investment Commission

Reference No:
Date:

I do apply for the permission to make investment in the Republic of the Union of Myanmar in accordance with the Foreign Investment Law by furnishing the following particulars:-

1. The Investor's or Promoters:-

(a)	Name	Mrs. Wei, Chiu-Yen
(b)	Father's Name	Mr. Xie Cheng Xiang
(c)	ID No./Passport No.	P.P No. TWN 302874460
(d)	Citizenship	Chinese
(e)	Address:	
	(i) Address in Myanmar	-
	(ii) Residence abroad	No. 42, Aly, 161, Hexing Ln, Pitou Township, Changhua County 523, Taiwan, Republic of China
(f)	Name of Principle Organization	Wedtex Industrial (H.K) Co., Ltd
(g)	Type of Business	Bridal Dress, Garment and Fabric
(h)	Principle Company's Address:	Unit 1111, 11/F, Trendy Center, 682-684 Castle Peak Road, Kowloon, Hong Kong.

2. If the investment business is formed under Joint Venture, partners':-

(a)	Name	-
(b)	Father's Name	-
(c)	ID/NRC No./Passport No.	-
(d)	Citizenship	-
(e)	Address:	-
	(i) Address in Myanmar	-
	(ii) Residence abroad	-
(f)	Parent Company	-
(g)	Type of Business	-
(h)	Parent Company's Address:	-

Remarks: The following documents need to attach according to the above paragraph (1) and (2):-

(1) Company Registration Certificate (Copy);
(2) National Identification Card (Copy) and Passport (Copy);
(3) Evidences about the business and financial conditions of the participants of the proposed investment business;

3. Type of proposed investment business:-

(a)	Manufacturing	Manufacturing of Bridal Dress, Fabric and Garment Accessories under CMP Basis
(b)	Service Business related with manufacturing	-
(c)	Service	-
(d)	Others	-

Remarks: Expressions about the nature of business with regard to the above paragraph (3)

4. Type of business organization to be formed:-

(a)	One hundred percent	100 % Foreign owned Company, (New company Name : WILLIAM (MYANMAR) INDUSTRIAL CO., LTD
(b)	Joint Venture:	-
	(i) Foreigner and Citizen	-
	(ii) Foreigner and Government Department/Organization	-
(c)	By Contract based:	
	(i) Foreigner and Citizen	-
	(ii) Foreigner and Government Department/Organization	-

Remarks: The following information needs to attach for the above Paragraph (4):-
(i) Share ratio for the authorized capital from abroad and local, names, citizenships, addresses and occupations of the directors;
(ii) Joint Venture Agreement (Draft) and recommendation of Attorney General's Office if the investment is related with the State;
(iii) Contract (Agreement) (Draft)

5. Information related to Company incorporation

(a)	Authorized Capital	$ 50,000,000
(b)	Type of Share	Ordinary Share
(c)	Number of Shares	50,000 Shares

Remarks: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 5.

6. Particulars relating to Capital of the investment business

		US$
(a)	Amount/Percentage of local capital to be contributed	
(b)	Amount/Percentage of Foreign capital to be brought in	5,000,000
	Total	5,000,000
(c)	(Annual/period) of proposed capital to be brought in	Within 1 year
(d)	Last date of capital brought in	Within 1 year after receiving MIC permit
(e)	Proposed duration of Investment	34 years
(f)	Commencement date of Construction	-
(g)	Construction Period	2 years

Remarks: Describe with annexure if it is required for the above Para 6(c)

7. Detail list of foreign capital to be brought in-

		Foreign Currency US$	Equivalent Kyat (1 US$ = 950 Ks)
(a)	Foreign Currency (Type of currency and amount)	1,338,184	1,271,274,800
(b)	Machinery Value (to enclose detail list)	277,450	263,577,500
(c)	Value of Automobile	174,000	165,300,000
(d)	Value of Building Value	2,623,000	2,491,850,000
(e)	Value of Land Use Premium	587,366	557,997,700
	Total	5,000,000	4,750,000,000

Remarks: The evidence of permission shall be submitted for the above para 7(d) and (e).

8. Detail list of local capital to be brought in from Local-

		Foreign Currency	Equivalent Kyat (1 US$ = 950 Ks)
(a)	Amount		
(b)	Value of Machinery and Equipments (to enclose detail list)	-	-
(c)	Rental rate for building/land	-	-
(d)	Cost of building construction	-	-
(e)	Value of Furniture and Assets (to enclose detail list)	-	-
(f)	Value of initial Raw Material requirement (to enclose detail list)	-	-
(g)	Others	-	-
		-	-
	Total	-	-

9. Particulars about the investment business-

(a)	Investment Location(s)/Place	Plot No. A-8, Mingaladon Industrial Park,Corner of No. 3 High Way Road and Khayebin Road, Mingaladon Township, Yangon Region.
(b)	Type and area requirement for Land or Land and Building	
	(i) Location	Plot No. A-8, Mingaladon Industrial Park, Corner of No. 3 High Way Road and Khayebin Road, Mingaladon Township, Yangon Region.
	(ii) Number of Land/Building and area	Annex - 5
	(iii) Owner of the Land	
	(aa) Name/Company/Department	Mingalardon Industrial Park
	(bb) National Registration No.	-
	(cc) Address	Corner of No. 3 High Way Road and Khayebin Road, Mingaladon Township, Yangon Region.
	(iv) Type of Land	Industrial Zone
	(v) Period of Land lease contract	34 years
	(vi) Lease Period	From receiving MIC To (2048) year
	(vii) Lease Rate	
	(aa) Land	0.3 per year per square meter
	(bb) Building	-
	(viii) Ward	-
	(ix) Township	Mingalardon Township

(x) State/Region	Yangon
(xi) Lessee	
(aa) Name/Name of Company/ Department	Wedtex Industrial (H.K) Co., Ltd
(bb) Father's Name	-
(cc) Citizenship	-
(dd) ID No./Passport No.	-
(ee) Residence Address	Unit 1111, 11/F, Trendy Center, 682-684 Castle Peak Road, Kowloon, Hong Kong.

Remarks: Following particulars have to enclosed for above Para 9 (b)

(i) to enclose land map, land ownership and owner evidences:

(ii) Draft land lease agreement, recommendation from Union Attorney General Office if the land is related to the State;

(c)	Requirement of building to be constructed;	
	(i) Type/No. of Building	Annex-5
	(ii) Area	10,127.00 Square-meter
(d)	Product to be produced/service	
	(1) Name of Product	Bridal Dress, Fabric and Garment Accessories
	(2) Estimate amount to be produced annually	Annex-10
	(3) Type of Service	-
	(4) Estimate value of Service annually	-

Remarks: Detail list shall be enclosed with regard to the above para 9 (d).

(e)	Annual requirement of materials/raw materials	Annex-6

Remarks: According to the above Para 9 (a) detail list of products in terms of type of products quantity, value, technical specifications for the production shall be listed and enclosed.

(f)	Production System	CMP Basis
(g)	Technical Know-how	China Technique
(h)	Sales System	99% CMP Basis 1% Local Sale
(i)	Annual Fuel Requirement (to prescribe type and quantity)	Annex- 8
(j)	Annual electricity requirement	Annex- 8
(k)	Annual water requirement (to prescribe daily requirement, if any)	Annex- 8

10. Detail information about financial standing-

(a)	Name/Company Name	Wedtex Industrial (H.K) Co., Ltd
(b)	ID No./ National Registration Card No./ Passport No.	1603627
(c)	Bank Account No.	(5/810677/505)

Remarks: To enclose bank statement from resident country or annual audit report of the principle company with regard to the above para 10.

11. Number of personnel required for the proposed economic activity-

(a)	Local personnel	(610) numbers	(98%)
(b)	Foreign experts and technicians	(13) numbers	(2%)

(Engineer, QC, Buyer, Management, etc. based on the nature of business and required period)

Remarks: As per para 11 the following information shall be enclosed:-

(i) No. of employee, occupations, salary rates, etc;	Annex - 9	
(ii) Social security and welfare arrangements for employee/labour;	Annex - 15	
(iii) family accompany with foreign employee;	-	

12. Particulars with regard to the economic justifications:-

		Foreign Currency	Equivalent Estimated Kyat
(a)	Annual Income	Annex - 10	
(b)	Annual expenditure	Annex - 11	
(c)	Annual net profit	Annex - 11	
(d)	Yearly investments	Annex - 1	
(e)	Recoupment period	Annex - 12	
(f)	Other benefits (to enclose detail calculation)	Annex - 14	

13. Evaluation of environmental impact:-
    (a) Organization for evaluation of environmental assessment;
    (b) Duration of the evaluation for environmental assessment;
    (c) Compensation programme for environmental damages (draft environmental law)
    (d) Water purification system and waste water treatment system;
    (e) Waste management system;
    (f) System for storage of chemicals

14. Evaluation on Socio-economic assessments;
    (a) Organization for evaluation of social impact assessments;
    (b) Duration of the evaluation for social impact assessments;
    (c) Corporate social responsibility programme;

Signature	魏秋燕
Name	Mrs. WEI CHIU-YEN
Occupation	Promoter of the Proposal

WILLIAM (MYANMAR) INDUSTRIAL CO., LTD

Norm for one unit

Embroidery Fabric

Sr. No.	Item	Unit	Quantity
1	Knitting Fabric (100% Nylon)	KG	0.25
2	Waving Fabric (100% Polyster)	KG	0.75
3	Linninh Fabric (100% Polyster or Acetate)	KG	0.06
4	Lace (50% Nylon, 50% Polyster)	KG	0.24
5	Yam (Tread)	KG	0.06
6	Ribbon or Cord	KG	0.06
7	Sequin	KG	0.06
8	All kinds of beads	KG	0.06
9	Non Weaving PVC	KG	0.008
10	Glass Stone	KG	0.024
11	PVC Packing Bag	KG	0.024
12	Label	KG	0.024
13	Picking paper	KG	0.024
Total		KG	1.644

Embroidery Lace

Sr. No.	Item	Unit	Quantity
1	Knitting Fabric (100% Nylon)	KG	0.05
2	Waving Fabric (100% Polyster)	KG	0.25
3	Linninh Fabric (100% Polyster or Acetate)	KG	0.06
4	Lace (50% Nylon, 50% Polyster)	KG	0.24
5	Yam (Tread)	KG	0.03
6	Ribbon or Cord	KG	0.03
7	Sequin	KG	0.03
8	All kinds of beads	KG	0.03
9	Non Weaving PVC	KG	0.001
10	Glass Stone	KG	0.024
11	PVC Packing Bag	KG	0.012
12	Label	KG	0.012
13	Picking paper	KG	0.024
Total		KG	0.793

Bridal Dress

Sr. No.	Item	Unit	Quantity
1	Knitting Fabric (100% Nylon)	KG	1.2
2	Waving Fabric (100% Polyster)	KG	1.5
3	Linninh Fabric (100% Polyster or Acetate)	KG	0.3
4	Lace (50% Nylon, 50% Polyster)	KG	0.3
5	Yam (Tread)	KG	0.2
6	Ribbon or Cord	KG	0.1
7	Sequin	KG	0.1
8	All kinds of beads	KG	0.2
9	Non Weaving PVC	KG	0.1
10	Glass Stone	KG	0.1
11	PVC Packing Bag	KG	0.1
12	Zipper	KG	0.1
13	Label	KG	0.05
14	Packing paper	KG	0.1
Total			4.45

Ladies Dress

Sr. No.	Item	Unit	Quantity
1	Knitting Fabric (100% Nylon)	KG	0.9
2	Waving Fabric (100% Polyster)	KG	0.9
3	Linninh Fabric (100% Polyster or Acetate)	KG	0.1
4	Lace (50% Nylon, 50% Polyster)	KG	0.2
5	Yam (Tread)	KG	0.05
6	Ribbon or Cord	KG	0.07
7	Sequin	KG	0.07
8	All kinds of beads	KG	0.06
9	Non Weaving PVC	KG	0.03
10	Glass Stone	KG	0.06
11	PVC Packing Bag	KG	0.06
12	Zipper	KG	0.09
13	Label	KG	0.03
14	Packing paper	KG	0.03
Total			2.65

Bridal Accessories

Sr. No.	Item	Unit	Quantity
1	Knitting Fabric (100% Nylon)	KG	0.3
2	Waving Fabric (100% Polyster)	KG	0.6
3	Linninh Fabric (100% Polyster or Acetate)	KG	0.06
4	Lace (50% Nylon, 50% Polyster)	KG	0.2
5	Yam (Tread)	KG	0.03
6	Ribbon or Cord	KG	0.03
7	Sequin	KG	0.03
8	All kinds of beads	KG	0.03
9	Non Weaving PVC	KG	0.3
10	Glass Stone	KG	0.012
11	PVC Packing Bag	KG	0.012
12	Label	KG	0.012
13	Packing paper	KG	0.024
Total			1.64

WILLIAM (MYANMAR) INDUSTRIAL CO., LTD

Investment Plan

Expressed in US$ Annex - 1

Sr. No.	Particular	Amount
1	Foreign currency	1,338,184
2	Value of Machineries	277,450
3	Automobile	174,000
4	Building Value	2,623,000
5	Value of Land Use Premium	587,366
	Total	5,000,000

WILLIAM (MYANMAR) INDUSTRIAL CO., LTD

Production unit

Description	Unit	Year 1	Year 2	Year 3	Year 4	Year 5 and after
Total Production						
Embroidery Fabric	Kg	28,000	33,600	39,200	44,800	56,000
Embroidery Lace	Kg	28,000	33,600	39,200	44,800	56,000
Bridal Dress	pcs	202,000	242,400	282,800	323,200	404,000
Ladies Dress	Dozen	28,000	33,600	39,200	44,800	56,000
Bridal Accessories	Dozen	45,000	54,000	63,000	72,000	90,000

WILLIAM (MYANMAR) INDUSTRIAL CO., LTD

List of Machinery To Be Imported As Capital In Kind

Expressed in US$

Annex - 2

Sr. No.	Particular	Made in	A/C unit	Unit price	Quantity	Amount
1	Single Needle Sewing Machine Juki	China	pcs	240	500	120,000
2	Single Needle Sewing Machine Overlock Machine Juki	Japan	pcs	400	38	15,200
3	Electrical Steam Boiler (E-9 KW) YIULIH	China	pcs	500	7	3,500
4	Iron (Vacunm) table with Vapoup Iron Head YIULIH	China	pcs	200	6	1,200
5	Dehyrate Machine	Hong Kong	pcs	450	1	450
6	Air Compressor Jaguar	China	pcs	500	5	2,500
7	Stable Voltage Machine 30KVA Qiaobo	China	pcs	550	4	2,200
8	Sewing Machine Brother	China	pcs	280	40	11,200
9	Dry Air Machine with air tank	China	pcs	200	6	1,200
10	Fabric Cheeking Machine	China	pcs	1,020	2	2,040
11	Drinking Water Machine	China	pcs	150	10	1,500
12	Copier Machine	China	pcs	680	2	1,360
13	Drying Machine	China	pcs	350	20	7,000
14	(UPS) Uninterruptibe Power Santak 3C3-80KS	China	pcs	4,000	1	4,000
15	Cutting Machine	China	pcs	600	10	6,000
16	Air Conditioner 5P	China	pcs	800	20	16,000
17	Mark Pad System	China	set	3,000	2	6,000
18	Mark Print System	China	set	4,000	2	8,000
19	Iron Machine	China	pcs	80	50	4,000
20	Dress Stand	China	pcs	70	100	7,000
21	Interlock Machine	China	pcs	1,000	2	2,000
22	Laser Cutting Machine	China	pcs	3,000	1	3,000
23	Dress Wash Machine	China	pcs	300	5	1,500
24	Dress Dry Machine	China	pcs	200	3	600
25	Embroidery Machine Tian Ye	China	pcs	5,000	10	50,000
Total						277,450

WILLIAM (MYANMAR) INDUSTRIAL CO., LTD

List of Office Accessories (Local purchase)

Expressed in US$

Annex - 3

Sr. No.	Particular	A/U	Qty	Unit Price	Amount
1	Table and Chair	set	110	50	5,500
2	Chair	unit	50	20	1,000
3	Meeting Table	set	1	210	210
4	Branches	unit	13	100	1,300
5	Shelf	unit	35	100	3,500
6	Plastic Basket	unit	110	60	6,600
7	Stand Fan	unit	45	50	2,250
8	Settee	set	1	200	200
9	Air Conditioner	unit	25	600	15,000
10	Table Counter	set	25	450	11,250
11	Refrigerator	unit	5	550	2,750
12	Employee dining table	set	800	38	30,336
Total					79,896

WILLIAM (MYANMAR) INDUSTRIAL CO., LTD
List of Automobiles to be Imported
Expressed in US$

Annex - 4

Sr. No.	Description	Qty	Unit price	Amount
1	HINO	1	87,000	87,000
2	Mitsubishi	1	87,000	87,000
Total		2		174,000

Note: The company undertakes to pay customs duty and commercial tax on importation of automobiles.

WILLIAM (MYANMAR) INDUSTRIAL CO., LTD

List of Building cost Annex - 5

Expressed in US$

Sr. No.	Particular	Measurement	Estimate amount
	Building Construction to MIP Plot-A-8		
1	BLD(1A) GARMENT FACTORY	4800.25M²	880,000
2	BLD(1B) GARMENT FACTORY	4800.25M²	880,000
3	BLD(2) 2 STORIES MEETING BUILDING	153.76M	65,000
4	BLD(2) 2 STORIES EVENT BUILDING	224.00M²	47,000
5	BLD(4) 2 STORIES SIMPLE BUILDING	192.00M	49,000
6	BLD(6) GATE HOUSE	13.141M²	10,000
7	BLD(7) GENERATING HOUSE	96M²	34,000
8	BLD(8,9) 3 STORIES CANTEEN BUILDING	600.00M*2UNITS	550,000
9	ROAD CONCRETE FLOORING (200mm,150mm,100mm)	3032.5M²	44,000
10	FENCING WORKS	410.0M	42,000
11	GROUND TANK & PUMP HOUSE & SEPTIC TANK	900.0M	22,000
Total			2,623,000

Note: The company intends to engage contractor for construction of the factory under "Turnkey" contract basis.

WILLIAM (MYANMAR) INDUSTRIAL CO., LTD

Annual Raw, Packing Materials & Consumables To Be Imported

Annex - 6

Expressed in US$

Sr. No.	Items	Unit	Unit price	Year 1		Year 2		Year 3		Year 4		Year 5 and after	
				Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
1	Knitting Fabric (100% Nylon)	Kg	3	289,500	868,500	347,400	1,042,200	405,300	1,215,900	463,200	1,389,600	579,000	1,737,000
2	Waving Fabric (100% Polyster)	Kg	3	383,200	1,149,600	459,840	1,379,520	536,480	1,609,440	613,120	1,839,360	766,400	2,299,200
3	Lininh Fabric (100% Polyster or Acetate)	Kg	2	69,460	138,920	83,352	166,704	97,244	194,488	111,136	222,272	138,920	277,840
4	Lace (50 % Nylon, 50% Polyster)	Kg	5	88,640	443,200	106,368	531,840	124,096	620,480	141,824	709,120	177,280	886,400
5	Yarn (Tread)	Kg	5	45,670	228,350	54,804	274,020	63,938	319,690	73,072	365,360	91,340	456,700
6	Ribbon or Cord	Kg	5	26,030	130,150	31,236	156,180	36,442	182,210	41,648	208,240	52,060	260,300
7	Sequin	Kg	3	26,030	78,090	31,236	93,708	36,442	109,326	41,648	124,944	52,060	156,180
8	All kind of beads	Kg	3	45,950	137,850	55,140	165,420	64,330	192,990	73,520	220,560	91,900	275,700
9	Non Weaving PVC	Kg	3	34,792	104,376	41,750	125,251	48,709	146,126	55,667	167,002	69,584	208,752
10	Glass Stone	Kg	3	23,764	71,292	28,517	85,550	33,270	99,809	38,022	114,067	47,528	142,584
11	PVC Packing Bag	Kg	3	23,428	70,284	28,114	84,341	32,799	98,398	37,485	112,454	46,856	140,568
12	Zipper	Kg	4	24,268	97,072	29,122	116,486	33,975	135,901	38,829	155,315	48,536	194,144
13	Label	Kg	5	13,364	66,820	16,037	80,184	18,710	93,548	21,382	106,912	26,728	133,640
14	Packing paper	Kg	2	21,040	42,080	25,248	50,496	29,456	58,912	33,664	67,328	42,080	84,160
Total				1,115,136	3,626,584	1,338,163	4,351,901	1,561,190	5,077,218	1,784,218	5,802,534	2,230,272	7,253,168

WILLIAM (MYANMAR) INDUSTRIAL CO., LTD Annex - 7

Depreciation and Amortization Schedule

Expressed in US$

Description	Useful Life	Dep: rate	Year 1 to Year 8		Year 9 to Year 10		Year 11 to Year 34	
			Original value	Dep: Amt US$	Original value	Dep: Amt US$	Original value	Dep: Amt US$
Depreciation								
Machinery	10 years	10%	277,450	27,745		27,745		0
Office Accessories	10 years	10%	79,896	7,990		7,990		
Automobile	8 years	12.5%	174,000	21,750		0		0
Building value	34 years	2.94%	2,623,000	77,116		77,116		77,116
Amortization								
Land use premium	34 years	2.94%	587,366	17,269		17,269		17,269
Total				151,869		130,119		94,385

WILLIAM (MYANMAR) INDUSTRIAL CO., LTD

Annual Fuel/Electricity/Water Requirement Annex - 8

Expressed in US$

Item	Specification	Unit	Unit price	Year 1		Year 2		Year 3		Year 4		Year 5 and after	
				Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
Fuel	Diesel	Gallon	4.70	9,000	42,300	9,900	46,530	10,800	50,760	11,700	54,990	13,500	63,450
Electricity		kWhr	0.132	7,000	924	7,700	1,016	8,400	1,109	9,100	1,201	10,500	1,386
Water		m3	0.50	5,000	2,500	5,500	2,750	6,000	3,000	6,500	3,250	7,500	3,750
					45,724		50,296		54,869		59,441		68,586

Assumes $ 0.132 per kWhr ($0.12 + 10% Transformer Loss)

WILLIAM (MYANMAR) INDUSTRIAL CO., LTD

List of local personnel & foreign technicians

Expressed in US$

Sr. No.	Designation	Salary per Month	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Year 8		Year 9		Year 10 -34	
			No. of person	Total Annual Salary	No. of person	Total Annual Salary	No. of person	Total Annual Salary	No. of person	Total Annual Salary	No. of person	Total Annual Salary	No. of person	Total Annual Salary	No. of person	Total Annual Salary	No. of person	Total Annual Salary	No. of person	Total Annual Salary	No. of person	Total Annual Salary
	Foreign Technician																					
1	General Manager	900	1	10,800	1	10,800	1	10,800	1	10,800	1	10,800	1	10,800	1	10,800	1	10,800	1	10,800	1	10,800
2	Manager	600	2	14,400	2	14,400	2	14,400	2	14,400	2	14,400	2	14,400	2	14,400	2	14,400	2	14,400	2	14,400
3	Technican	400	10	48,000	10	48,000	10	48,000	5	24,000	5	24,000	5	24,000	3	14,400	3	14,400	3	14,400	3	14,400
	Total		13	73,200	13	73,200	13	73,200	8	49,200	8	49,200	8	49,200	6	39,600	6	39,600	6	39,600	6	39,600
	Local Personnel																					
	Direct Labour																					
1	Factory Manager	400	1	4,800	1	4,800	1	4,800	1	4,800	1	4,800	1	4,800	1	4,800	1	4,800	1	4,800	1	4,800
2	Designer	300	2	7,200	2	7,200	2	7,200	2	7,200	2	7,200	2	7,200	2	7,200	2	7,200	2	7,200	2	7,200
3	Quality Control	150	10	18,000	10	18,000	10	18,000	10	18,000	10	18,000	10	18,000	10	18,000	10	18,000	10	18,000	10	18,000
4	Skilled workers	110	160	211,200	165	217,800	170	224,400	175	231,000	180	237,600	185	244,200	190	250,800	195	257,400	200	264,000	205	270,600
5	Semi-skilled workers	100	310	372,000	315	378,000	320	384,000	325	390,000	330	396,000	335	402,000	340	408,000	345	414,000	350	420,000	355	426,000
6	Unskilled workers	90	105	113,400	110	118,800	115	124,200	120	129,600	125	135,000	130	140,400	135	145,800	140	151,200	145	156,600	150	162,000
	Total Director Worker		588	726,600	603	744,600	618	762,600	633	780,600	648	798,600	663	816,600	678	834,600	693	852,600	708	870,600	723	888,600
	Indirect Labour																					
1	Admin Manager	300	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600
2	Financial Manager	300	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600
3	Marketing Manager	300	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600
4	Production Supervisor	200	7	16,800	7	16,800	7	16,800	9	21,600	9	21,600	9	21,600	11	26,400	11	26,400	11	26,400	11	26,400
5	Office Staff	150	6	10,800	6	10,800	6	10,800	8	14,400	8	14,400	8	14,400	10	18,000	10	18,000	10	18,000	10	18,000
6	Driver	150	2	3,600	2	3,600	2	3,600	4	7,200	4	7,200	4	7,200	6	10,800	6	10,800	6	10,800	6	10,800
7	Security Staff & Cleaner	150	4	7,200	4	7,200	4	7,200	6	10,800	6	10,800	6	10,800	8	14,400	8	14,400	8	14,400	8	14,400
	Total Indirect Labour		22	49,200	22	49,200	22	49,200	30	64,800	30	64,800	30	64,800	38	80,400	38	80,400	38	80,400	38	80,400
	Total Direct & Indirect Labour		610	775,800	625	793,800	640	811,800	663	845,400	678	863,400	693	881,400	716	915,000	731	933,000	746	951,000	761	969,000
	Total		**623**	**849,000**	**638**	**867,000**	**653**	**885,000**	**671**	**894,600**	**686**	**912,600**	**701**	**930,600**	**722**	**954,600**	**737**	**972,600**	**752**	**990,600**	**767**	**1,008,600**

WILLIAM (MYANMAR) INDUSTRIAL CO., LTD Annex - 10

Production and Sales Schedule

Description	Unit	Year 1	Year 2	Year 3	Year 4	Year 5 and after
Total Production						
Embroidery Fabric	Kg	28,000	33,600	39,200	44,800	56,000
Embroidery Lace	Kg	28,000	33,600	39,200	44,800	56,000
Bridal Dress	pcs	202,000	242,400	282,800	323,200	404,000
Ladies Dress	Dozen	28,000	33,600	39,200	44,800	56,000
Bridal Accessories	Dozen	45,000	54,000	63,000	72,000	90,000
CMP Basic (99% of Production)						
Embroidery Fabric	Kg	27,720	33,264	38,808	44,352	55,440
Embroidery Lace	Kg	27,720	33,264	38,808	44,352	55,440
Bridal Dress	pcs	199,980	239,976	279,972	319,968	399,960
Ladies Dress	Dozen	27,720	33,264	38,808	44,352	55,440
Bridal Accessories	Dozen	44,550	53,460	62,370	71,280	89,100
Local sales (1% of production)						
Embroidery Fabric	Kg	280	336	392	448	560
Embroidery Lace	Kg	280	336	392	448	560
Bridal Dress	pcs	2,020	2,424	2,828	3,232	4,040
Ladies Dress	Dozen	280	336	392	448	560
Bridal Accessories	Dozen	450	540	630	720	900
Unit Price						
CMP Basic (99% of Production)						
Embroidery Fabric	US$/Kg	7	7	7	7	7
Embroidery Lace	US$/Kg	7	7	7	7	7
Bridal Dress	US$/pcs	30	30	30	30	30
Ladies Dress	US$/Dz	48	48	56	56	56
Bridal Accessories	US$/Dz	42	42	45	45	45

WILLIAM (MYANMAR) INDUSTRIAL CO., LTD Annex - 10

Production and Sales Schedule

Description	Unit	Year 1	Year 2	Year 3	Year 4	Year 5 and after
Local sales (1% of production)						
Embroidery Fabric	Ks/Kg	2,500	3,000	3,900	3,900	3,900
Embroidery Lace	Ks/Kg	2,500	3,000	3,900	3,900	3,900
Bridal Dress	Ks/pcs	2,500	3,000	3,900	3,900	3,900
Ladies Dress	Ks/Dz	2,500	3,000	3,900	3,900	3,900
Bridal Accessories	Ks/Dz	2,000	2,500	3,000	3,000	3,000
CMP income						
Embroidery Fabric	US$	194,040	232,848	271,656	310,464	388,080
Embroidery Lace	US$	194,040	232,848	271,656	310,464	388,080
Bridal Dress	US$	5,999,400	7,199,280	8,399,160	9,599,040	11,998,800
Ladies Dress	US$	1,330,560	1,596,672	2,173,248	2,483,712	3,104,640
Bridal Accessories	US$	1,871,100	2,245,320	2,806,650	3,207,600	4,009,500
Total CMP income	US$	9,589,140	11,506,968	13,922,370	15,911,280	19,889,100
Local Sale						
Embroidery Fabric	Kyats	700,000	1,008,000	1,528,800	1,747,200	2,184,000
Embroidery Lace	Kyats	700,000	1,008,000	1,528,800	1,747,200	2,184,000
Bridal Dress	Kyats	5,050,000	7,272,000	11,029,200	12,604,800	15,756,000
Ladies Dress	Kyats	700,000	1,008,000	1,528,800	1,747,200	2,184,000
Bridal Accessories	Kyats	900,000	1,350,000	1,890,000	2,160,000	2,700,000
Total Income for Local Sale	Kyats	8,050,000	11,646,000	17,505,600	20,006,400	25,008,000

Note: Assume that production unit and sales unit are same.

WILLIAM (MYANMAR) INDUSTRIAL CO., LTD

Projected Profit & Loss Statement

Annex - 11

Description	Year 1			Year 2			Year 3			Year 4		
	US$	Kyats	Equ: US$	US$	Kyats	Equ: US$	US$	Kyats	Equ: US$	US$	Kyats	Equ: US$
Income												
Income from - CMP	9,589,140		9,589,140	11,506,968		11,506,968	13,922,370		13,922,370	15,911,280		15,911,280
- Local Sale		8,050,000	8,474		11,646,000	12,259		17,505,600	18,427		20,006,400	21,059
Total income	9,589,140	8,050,000	9,597,614	11,506,968	11,646,000	11,519,227	13,922,370	17,505,600	13,940,797	15,911,280	20,006,400	15,932,339
Less: Cost of Goods sold												
Direct Labour	726,600		726,600	744,600		744,600	762,600		762,600	780,600		780,600
Production overhead			-			-			-			-
Other overhead	95,891		95,891	115,070		115,070	139,224		139,224	159,113		159,113
Water, Fuel and Electricity	45,724		45,724	50,296		50,296	54,869		54,869	59,441		59,441
Total cost of good sold	868,215	-	868,215	909,966	-	909,966	956,693	-	956,693	999,154	-	999,154
Gross profit/(loss)	8,720,925	8,050,000	8,729,398	10,597,002	11,646,000	10,609,261	12,965,678	17,505,600	12,984,104	14,912,126	20,006,400	14,933,185
Expenses												
5% Commericial tax on Local Sale		402,500	424		582,300	613		875,280	921		1,000,320	1,053
Foreign Technican	73,200		73,200	73,200		73,200	73,200		73,200	49,200		49,200
Wages and salaries	49,200		49,200	49,200		49,200	49,200		49,200	64,800		64,800
Maintenance	2,493,176		2,493,176	2,991,812		2,991,812	3,619,816		3,619,816	4,136,933		4,136,933
Administration	2,013,719		2,013,719	2,416,463		2,416,463	2,923,698		2,923,698	3,341,369		3,341,369
Selling expenses	1,438,371		1,438,371	1,726,045		1,726,045	2,088,356		2,088,356	2,386,692		2,386,692
Transportation	2,109,611		2,109,611	2,531,533		2,531,533	3,062,921		3,062,921	3,500,482		3,500,482
Depreciation	151,869		151,869	151,869		151,869	151,869		151,869	151,869		151,869
Total expenses	8,329,147	402,500	8,329,571	9,940,122	582,300	9,940,735	11,969,060	875,280	11,969,982	13,631,345	1,000,320	13,632,398
Profit before tax	391,778	7,647,500	399,828	656,879	11,063,700	668,525	996,617	16,630,320	1,014,123	1,280,781	19,006,080	1,300,788
Less: Provision for income tax												
Profit after tax	391,778	7,647,500	399,828	656,879	11,063,700	668,525	996,617	16,630,320	1,014,123	1,280,781	19,006,080	1,300,788
CSR Expense (1 % on Profit after tax)			3,998			6,685			10,141			13,008
Net profit for the year	391,778	7,647,500	395,829	656,879	11,063,700	661,840	996,617	16,630,320	1,003,982	1,280,781	19,006,080	1,287,780

1 US$ = 950 Kyats

WILLIAM (MYANMAR) INDUSTRIAL CO., LTD

Projected Profit & Loss Statement

Annex - 11(A)

Description	Year 5			Year 6			Year 7			Year 8		
	US$	Kyats	Equ: US$	US$	Kyats	Equ: US$	US$	Kyats	Equ: US$	US$	Kyats	Equ: US$
Income												
Income from - CMP	19,889,100		19,889,100	19,889,100		19,889,100	19,889,100		19,889,100	19,889,100		19,889,100
- Local Sale		25,008,000	26,324		25,008,000	26,324		25,008,000	26,324		25,008,000	26,324
Total income	19,889,100	25,008,000	19,915,424	19,889,100	25,008,000	19,915,424	19,889,100	25,008,000	19,915,424	19,889,100	25,008,000	19,915,424
Less: Cost of Goods sold												
Direct Labour	798,600		798,600	816,600		816,600	834,600		834,600	852,600		852,600
Production overhead			-			-			-			-
Other overhead	198,891		198,891	198,891		198,891	198,891		198,891	198,891		198,891
Water, Fuel and Electricity	68,586		68,586	68,586		68,586	68,586		68,586	68,586		68,586
Total cost of good sold	1,066,077	-	1,066,077	1,084,077	-	1,084,077	1,102,077	-	1,102,077	1,120,077	-	1,120,077
Gross profit/(loss)	18,823,023	25,008,000	18,849,347	18,805,023	25,008,000	18,831,347	18,787,023	25,008,000	18,813,347	18,769,023	25,008,000	18,795,347
Expenses												
5% Commericial tax on Local Sale		1,250,400	1,316		1,250,400	1,316		1,250,400	1,316		1,250,400	1,316
Foreign Technican	49,200		49,200	49,200		49,200	39,600		39,600	39,600		39,600
Wages and salaries	64,800		64,800	80,400		80,400	80,400		80,400	80,400		80,400
Maintenance	5,171,166		5,171,166	5,171,166		5,171,166	5,171,166		5,171,166	5,171,166		5,171,166
Administration	4,176,711		4,176,711	4,176,711		4,176,711	4,176,711		4,176,711	4,176,711		4,176,711
Selling expenses	2,983,365		2,983,365	2,983,365		2,983,365	2,983,365		2,983,365	2,983,365		2,983,365
Transportation	4,375,602		4,375,602	4,375,602		4,375,602	4,375,602		4,375,602	4,375,602		4,375,602
Depreciation	151,869		151,869	151,869		151,869	151,869		151,869	151,869		151,869
Total expenses	16,972,713	1,250,400	16,974,030	16,988,313	1,250,400	16,989,630	16,978,713	1,250,400	16,980,030	16,978,713	1,250,400	16,980,030
Profit before tax	1,850,310	23,757,600	1,875,318	1,816,710	23,757,600	1,841,718	1,808,310	23,757,600	1,833,318	1,790,310	23,757,600	1,815,318
Less: Provision for income tax						460,429			458,329			453,829
Profit after tax	1,850,310	23,757,600	1,875,318	1,816,710	23,757,600	1,381,288	1,808,310	23,757,600	1,374,988	1,790,310	23,757,600	1,361,488
CSR Expense (1 % on Profit after tax)			18,753			13,813			13,750			13,615
Net profit for the year	1,850,310	23,757,600	1,856,564	1,816,710	23,757,600	1,367,475	1,808,310	23,757,600	1,361,238	1,790,310	23,757,600	1,347,873

1 US$ = 950 Kyats

WILLIAM (MYANMAR) INDUSTRIAL CO., LTD

Projected Profit & Loss Statement

Annex -11(B)

Description	Year 9			Year 10			Year 11 and after		
	US$	Kyats	Equ: US$	US$	Kyats	Equ: US$	US$	Kyats	Equ: US$
Income									
Income from - CMP	19,889,100		19,889,100	19,889,100		19,889,100	19,889,100		19,889,100
- Local Sale		25,008,000	26,324		25,008,000	26,324		25,008,000	26,324
Total income	19,889,100	25,008,000	19,915,424	19,889,100	25,008,000	19,915,424	19,889,100	25,008,000	19,915,424
Less: Cost of Goods sold									
Direct Labour	870,600		870,600	888,600		888,600	888,600		888,600
Production overhead			-			-			-
Other overhead	198,891		198,891	198,891		198,891	198,891		198,891
Water, Fuel and Electricity	68,586		68,586	68,586		68,586	68,586		68,586
Total cost of good sold	1,138,077	-	1,138,077	1,156,077	-	1,156,077	1,156,077	-	1,156,077
Gross profit/(loss)	18,751,023	25,008,000	18,777,347	18,733,023	25,008,000	18,759,347	18,733,023	25,008,000	18,759,347
Expenses									
5% Commericial tax on Local Sale		1,250,400	1,316		1,250,400	1,316		1,250,400	1,316
Foreign Technican	39,600		39,600	39,600		39,600	39,600		39,600
Wages and salaries	80,400		80,400	80,400		80,400	80,400		80,400
Maintenance	5,171,166		5,171,166	5,171,166		5,171,166	5,171,166		5,171,166
Administration	4,176,711		4,176,711	4,176,711		4,176,711	4,176,711		4,176,711
Selling expenses	2,983,365		2,983,365	2,983,365		2,983,365	2,983,365		2,983,365
Transportation	4,375,602		4,375,602	4,375,602		4,375,602	4,375,602		4,375,602
Depreciation	130,119		130,119	130,119		130,119	94,385		94,385
Total expenses	16,956,963	1,250,400	16,958,280	16,956,963	1,250,400	16,958,280	16,921,229	1,250,400	16,922,545
Profit before tax	1,794,060	23,757,600	1,819,068	1,776,060	23,757,600	1,801,068	1,811,794	23,757,600	1,836,802
Less: Provision for income tax			454,767			450,267			459,201
Profit after tax	1,794,060	23,757,600	1,364,301	1,776,060	23,757,600	1,350,801	1,811,794	23,757,600	1,377,602
CSR Expense (1 % on Profit after tax)			13,643			13,508			13,776
Net profit for the year	1,794,060	23,757,600	1,350,658	1,776,060	23,757,600	1,337,293	1,811,794	23,757,600	1,363,826

1 US$ = 950 Kyats

WILLIAM (MYANMAR) INDUSTRIAL CO., LTD

Annex - 12

Cash Flow Statement

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Cash inflow											
Income		9,597,614	11,519,227	13,940,797	15,932,339	19,915,424	19,915,424	19,915,424	19,915,424	19,915,424	19,915,424
Total cash inflow		9,597,614	11,519,227	13,940,797	15,932,339	19,915,424	19,915,424	19,915,424	19,915,424	19,915,424	19,915,424
Cash outflow											
Cost of Good Sold		868,215	909,966	956,693	999,154	1,066,077	1,084,077	1,102,077	1,120,077	1,138,077	1,156,077
Expenses		8,177,278	9,788,253	11,817,191	13,479,475	16,820,844	16,836,444	16,826,844	16,826,844	16,826,844	16,826,844
5% commercial tax on local sales		424	613	921	1,053	1,316	1,316	1,316	1,316	1,316	1,316
25% income tax		-	-	-	-	-	460,429	458,329	453,829	454,767	450,267
Total cash outflow	-	9,045,917	10,698,832	12,774,805	14,479,682	17,888,237	18,382,267	18,388,567	18,402,067	18,421,004	18,434,504
Cash flow from operation	-	551,697	820,395	1,165,992	1,452,657	2,027,187	1,533,158	1,526,858	1,513,358	1,494,420	1,480,920
Change in Working Capital											
Capital Investment and Disposal	5,000,000										
Net Cash Flow	-5,000,000	551,697	820,395	1,165,992	1,452,657	2,027,187	1,533,158	1,526,858	1,513,358	1,494,420	1,480,920
Accumulated Net Cash Flow	-5,000,000	-4,448,303	-3,627,908	-2,461,916	-1,009,259	1,017,928	2,551,086	4,077,943	5,591,301	7,085,721	8,566,641

Payback period = 4 years and 6 months

Annex - 12(A)

WILLIAM (MYANMAR) INDUSTRIAL CO., LTD

Cash Flow Statement

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21
Cash inflow											
Income	19,915,424	19,915,424	19,915,424	19,915,424	19,915,424	19,915,424	19,915,424	19,915,424	19,915,424	19,915,424	19,915,424
Total cash inflow	19,915,424	19,915,424	19,915,424	19,915,424	19,915,424	19,915,424	19,915,424	19,915,424	19,915,424	19,915,424	19,915,424
Cash outflow											
Cost of Good Sold	1,156,077	1,156,077	1,156,077	1,156,077	1,156,077	1,156,077	1,156,077	1,156,077	1,156,077	1,156,077	1,156,077
Expenses	16,826,844	16,826,844	16,826,844	16,826,844	16,826,844	16,826,844	16,826,844	16,826,844	16,826,844	16,826,844	16,826,844
5% commercial tax on local sales	1,316	1,316	1,316	1,316	1,316	1,316	1,316	1,316	1,316	1,316	1,316
25% income tax	459,201	459,201	459,201	459,201	459,201	459,201	459,201	459,201	459,201	459,201	459,201
Total cash outflow	18,443,438	18,443,438	18,443,438	18,443,438	18,443,438	18,443,438	18,443,438	18,443,438	18,443,438	18,443,438	18,443,438
Cash flow from operation	1,471,986	1,471,986	1,471,986	1,471,986	1,471,986	1,471,986	1,471,986	1,471,986	1,471,986	1,471,986	1,471,986
Change in Working Capital											
Capital Investment and Disposal											
Net Cash Flow	1,471,986	1,471,986	1,471,986	1,471,986	1,471,986	1,471,986	1,471,986	1,471,986	1,471,986	1,471,986	1,471,986
Accumulated Net Cash Flow	10,038,628	11,510,614	12,982,601	14,454,587	15,926,573	17,398,560	18,870,546	20,342,533	21,814,519	23,286,506	24,758,492

Payback period = 4 years and 6 months

WILLIAM (MYANMAR) INDUSTRIAL CO., LTD Annex - 12(B)

Cash Flow Statement

	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
Cash inflow									
Income	19,915,424	19,915,424	19,915,424	19,915,424	19,915,424	19,915,424	19,915,424	19,915,424	19,915,424
Total cash inflow	19,915,424	19,915,424	19,915,424	19,915,424	19,915,424	19,915,424	19,915,424	19,915,424	19,915,424
Cash outflow									
Cost of Good Sold	1,156,077	1,156,077	1,156,077	1,156,077	1,156,077	1,156,077	1,156,077	1,156,077	1,156,077
Expenses	16,826,844	16,826,844	16,826,844	16,826,844	16,826,844	16,826,844	16,826,844	16,826,844	16,826,844
5% commercial tax on local sales	1,316	1,316	1,316	1,316	1,316	1,316	1,316	1,316	1,316
25% income tax	459,201	459,201	459,201	459,201	459,201	459,201	459,201	459,201	459,201
Total cash outflow	18,443,438	18,443,438	18,443,438	18,443,438	18,443,438	18,443,438	18,443,438	18,443,438	18,443,438
Cash flow from operation	1,471,986	1,471,986	1,471,986	1,471,986	1,471,986	1,471,986	1,471,986	1,471,986	1,471,986
Change in Working Capital									
Capital Investment and Disposal									
Net Cash Flow	1,471,986	1,471,986	1,471,986	1,471,986	1,471,986	1,471,986	1,471,986	1,471,986	1,471,986
Accumulated Net Cash Flow	26,230,479	27,702,465	29,174,451	30,646,438	32,118,424	33,590,411	35,062,397	36,534,384	38,006,370

Payback period = 4 years and 6 months

WILLIAM (MYANMAR) INDUSTRIAL CO., LTD

Annex - 12(C)

Cash Flow Statement

	Year 31	Year 32	Year 33	Year 34
Cash inflow				
Income	19,915,424	19,915,424	19,915,424	19,915,424
Total cash inflow	19,915,424	19,915,424	19,915,424	19,915,424
Cash outflow				
Cost of Good Sold	1,156,077	1,156,077	1,156,077	1,156,077
Expenses	16,826,844	16,826,844	16,826,844	16,826,844
5% commercial tax on local sales	1,316	1,316	1,316	1,316
25% income tax	459,201	459,201	459,201	459,201
Total cash outflow	18,443,438	18,443,438	18,443,438	18,443,438
Cash flow from operation	1,471,986	1,471,986	1,471,986	1,471,986
Change in Working Capital				
Capital Investment and Disposal				
Net Cash Flow	1,471,986	1,471,986	1,471,986	1,471,986
Accumulated Net Cash Flow	39,478,356	40,950,343	42,422,329	43,894,316

Payback period = 4 years and 6 months

WILLIAM (MYANMAR) INDUSTRIAL CO., LTD

Internal Rate of Return Annex - 13

Year	NCF	20%		30%	
		DF	PV	DF	PV
Year 0	-5,000,000	1.00000	-5,000,000	1.00000	-5,000,000
Year 1	551,697	0.83333	459,748	0.76923	424,382
Year 2	820,395	0.69444	569,719	0.59172	485,441
Year 3	1,165,992	0.57870	674,764	0.45517	530,720
Year 4	1,452,657	0.48225	700,548	0.35013	508,616
Year 5	2,027,187	0.40188	814,681	0.26933	545,980
Year 6	1,533,158	0.33490	513,451	0.20718	317,634
Year 7	1,526,858	0.27908	426,118	0.15937	243,330
Year 8	1,513,358	0.23257	351,959	0.12259	185,522
Year 9	1,494,420	0.19381	289,629	0.09430	140,923
Year 10	1,480,920	0.16151	239,177	0.07254	107,423
Year 11	1,471,986	0.13459	198,112	0.05580	82,135
Year 12	1,471,986	0.11216	165,093	0.04292	63,181
Year 13	1,471,986	0.09346	137,578	0.03302	48,600
Year 14	1,471,986	0.07789	114,648	0.02540	37,385
Year 15	1,471,986	0.06491	95,540	0.01954	28,758
Year 16	1,471,986	0.05409	79,617	0.01503	22,121
Year 17	1,471,986	0.04507	66,347	0.01156	17,016
Year 18	1,471,986	0.03756	55,289	0.00889	13,090
Year 19	1,471,986	0.03130	46,074	0.00684	10,069
Year 20	1,471,986	0.02608	38,395	0.00526	7,745
Year 21	1,471,986	0.02174	31,996	0.00405	5,958
Year 22	1,471,986	0.01811	26,663	0.00311	4,583
Year 23	1,471,986	0.01509	22,220	0.00239	3,525
Year 24	1,471,986	0.01258	18,516	0.00184	2,712
Year 25	1,471,986	0.01048	15,430	0.00142	2,086
Year 26	1,471,986	0.00874	12,859	0.00109	1,605
Year 27	1,471,986	0.00728	10,715	0.00084	1,234
Year 28	1,471,986	0.00607	8,930	0.00065	949
Year 29	1,471,986	0.00506	7,441	0.00050	730
Year 30	1,471,986	0.00421	6,201	0.00038	562
Year 31	1,471,986	0.00351	5,168	0.00029	432
Year 32	1,471,986	0.00293	4,306	0.00023	332
Year 33	1,471,986	0.00244	3,589	0.00017	256
Year 34	1,471,986	0.00203	2,990	0.00013	197
NPV			1,213,511		-1,154,768

IRR = 24%

လျှို့ဝှက်

Fax : 639017

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
ပြည်ထောင်စုရှေ့နေချုပ်ရုံး
နေပြည်တော်

၁.၀၈၃ / ၁၃.၁.၁၄

စာအမှတ်၊ ၂ (၅) ၃ - ၄ /နပတ (၂၀)

ရက်စွဲ၊ ၂၀၁၄ ခုနှစ်၊ ဇန်နဝါရီလ ၈ ရက်

အကြောင်းအရာ။ **Sub - Lease Agreement (မူကြမ်း)အား စိစစ်ပေးရန်ကိစ္စ**

ရည်ညွှန်းချက် ။ ဆောက်လုပ်ရေးဝန်ကြီးဌာန ၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ၁၈-၁၂-၂၀၁၃ ရက်စွဲပါစာအမှတ်၊ မအ/နဆစ/ Wedtex /၂၀၁၃(၁၀၁၉)

၁။ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနနှင့် Kepventure Pte Co., Ltd တို့၏ ဖက်စပ်ကုမ္ပဏီ Mingaladon Industrial Park Co.,Ltd မှ ဖော်ထုတ်ဆောင်ရွက်နေသောနိုင်ငံတကာအဆင့်မီ မင်္ဂလာဒုံစက်မှုဇုန်အတွင်းရှိမြေကွက်အမှတ် A-8 အား ဟောင်ကောင်အခြေစိုက် Wedtex Industrial (H.K) Co., Ltd. သို့ ငှားရမ်းရန်အတွက် ချုပ်ဆိုမည့် Sub-Lease Agreement(မူကြမ်း) အားစိစစ်ပေးပါရန် ရည်ညွှန်းချက်ပါစာဖြင့် မေတ္တာရပ်ခံလာသော ကိစ္စဖြစ်ပါသည်။

၂။ ရည်ညွှန်းချက်ပါစာဖြင့် ပူးတွဲပေးပို့လာသော Sub-Lease Agreement (မူကြမ်း) ကို ဥပဒေရှုထောင့်မှ လေ့လာစိစစ်၍ အောက်ပါအတိုင်းသုံးသပ်အကြံပြုအပ်ပါသည်-

(က) ရည်ညွှန်းချက်ပါစာတွင် ဟောင်ကောင်အခြေစိုက် Wedtex Industrial (H.K) Co., Ltd. ဟု ဖော်ပြရာ မည်သည့်နိုင်ငံဥပဒေအရ ဖွဲ့စည်းထားသော ကုမ္ပဏီဖြစ်ကြောင်းကို စာချုပ် (မူကြမ်း) ၏ စာချုပ်ဝင်စာပိုဒ်၌ ရှင်းလင်းစွာ ဖော်ပြရန်ဖြစ်ပါသည်၊

<u>သို့ဝှက်</u>

(ခ) တံဆိပ်ခေါင်းအက်ဥပဒေပုဒ်မ ၉ အရ တံဆိပ်ခေါင်းခွန်ကင်းလွတ်ခွင့် (သို့မဟုတ်) သက်သာခွင့်မရရှိသေးလျှင်တံဆိပ်ခေါင်းအက်ဥပဒေအရကျသင့်သော တံဆိပ်ခေါင်းခွန်ကို မြေအငှားချထားခြင်းခံရသူက ထမ်းဆောင်ရမည် ဖြစ်ပါသည်၊

၃။ ဤစာချုပ်(မူကြမ်း)ကို ပြည်ထောင်စုရှေ့နေချုပ်ဥပဒေနှင့်အညီ ဥပဒေကြောင်းအရသာ ဥပဒေအကြံဉာဏ်ပေးခြင်း ဖြစ်ပါသည်။ ဥပဒေရေးရာမဟုတ်သည့် စီမံရေးရာ၊ ဘဏ္ဍာရေးရာ၊ ကျွမ်းကျင်မှုဆိုင်ရာကိစ္စရပ်များကို ဤရုံးအနေဖြင့်မှတ်ချက် ပေးရန်မရှိပါကြောင်းနှင့် ယင်းကိစ္စရပ်များနှင့် စပ်လျဉ်း၍ သက်ဆိုင်ရာကျွမ်းကျင်သူများနှင့် ဆွေးနွေးညှိနှိုင်းဆောင်ရွက်ရန် အကြံပြုပါသည်။

၄။ Wedtex Industrial (H.K) Co., Ltd. သည် သက်ဆိုင်ရာနိုင်ငံ၏ ဥပဒေအရ တရားဝင်ဖွဲ့စည်းထားသောကုမ္ပဏီဟုတ် မဟုတ်၊ စာချုပ်ပါလုပ်ငန်းကိုလုပ်ကိုင်နိုင်ခွင့်နှင့် လုပ်ကိုင်နိုင်စွမ်းရှိ မရှိ၊ စာချုပ်တွင်လက်မှတ်ရေးထိုးမည့်သူသည် တရားဝင်လွှဲအပ်ထားခြင်း ခံသူဟုတ် မဟုတ် စသည်တို့ နှင့် စပ်လျဉ်း၍ ကြိုတင်စိစစ်ရန် လိုအပ်မည်ဖြစ်ပါသည်။

၅။ ဤစာချုပ်(မူကြမ်း)ကို လက်မှတ်ရေးထိုးပြီးပါက မှတ်တမ်းတင်ထားနိုင်ရန်အတွက် ဤရုံးသို့ မိတ္တူ(၁)စောင် ပေးပို့ပါရန် မေတ္တာရပ်ခံအပ်ပါသည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)

(မေသီလင်း၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်)

SUB-LEASE AGREEMENT

FOR

PLOT NO. A-8

MINGALADON INDUSTRIAL PARK CO., LTD.

YANGON

THE REPUBLIC OF THE UNION OF MYANMAR

Sub-Lease Agreement
Mingaladon Industrial Park

This Sub-Lease Agreement (hereinafter referred to as the "Agreement") is made at , on the day of , 2014

between;

1. **Mingaladon Industrial Park Co., Ltd.,** located at Corner of No. 3 Highway Road and Khayebin Road, Mingaladon Township, Yangon, The Republic of the Union of Myanmar (hereinafter referred to as the "Lessor") on the one part.

and

2. **Wedtex Industrial (H.K) Co., Ltd.,** Located at Unit 1111, 11/F Trendy Centre, 682-684 Castle Peak Road, Kowloon, Hong Kong. (hereinafter referred to as the "Lessee") on the other part;

(The Lessor and the Lessee are hereinafter jointly referred to as the "Parties", including any successors by law to replace the "Parties" independently referred to as the "Party".)

NOW, HEREBY MUTUALLY AGREES AS FOLLOWS;

Chapter 1. The Scope of the Agreement

Clause 1. **1.1** The Lessor agrees to lease, and the Lessee agrees to take on the lease, Plot No. A-8 as per the plan attached hereto as Exhibit A, which shall be deemed as an integral part hereof, the land with the total area of 10,127.00 square-meter (hereinafter referred to as the "Land"),in the Mingaladon Industrial Park (hereinafter referred to as "MIP"), for the purpose of Manufacturing of Bridal Dress, Fabric and Garment accessories on CMP Basic for the period commencing from the issuing date of the Physical Delivery Receipt pursuant to Clause 1.2 below and ending on the date 7th February, 2048 (hereinafter referred to as the "Lease Period").

1.2 Subject to the full payment by the Lessee of the Land Use Premium under Clause 3.1 and **Myanmar Investment Commission's permit**, the land shall be delivered to the Lessee by issuing the Physical Delivery Receipt (hereinafter referred to as the "Receipt") attached hereto as **Exhibit B** by the Lessor provided that the Lessor have confirmed that the Lessee has satisfied all of its obligations stipulated within this Agreement.

1.3 Any costs and expenses, which relates to the execution of this Agreement, of the Land and/or the Lessee's business in the MIP shall be borne by the Lessee.

Chapter 2. Warranty and Representation

Clause 2. Each Party represents and warrants to the other Party that it is a legal person duly authorised under the relevant laws and has the right power, sound financial standing and authority to enter into this Agreement.

Chapter 3. Payment Terms

Clause 3. **3.1** In consideration for the Lessee's right to take on the lease of the Land, the Lessee shall pay the Lessor land use premium (hereinafter referred to as the "Land Use Premium") totally amounting to US$ **587,366.00 (United States Dollars Five Hundred and Eighty Seven Thousand Three Hundred and Sixty Six only)** as follows:-

a. FIRST INSTALMENT
The booking fee which has already been received by the Lessor under the Provisional Allotment amounting to **US$ 58,736.60 (United States Dollars Fifty Eight Thousand Seven Hundred Thirty Six and Cents Sixty only)** (hereinafter referred to as the "First Instalment") shall be paid appropriated for the First Instalment of 10% (ten percent) of the Land Use Premium on the date of signing of this Agreement.

b. SECOND INSTALMENT
Within 30 days after signing of this Agreement, 50% (fifty percent) of the Land Use Premium amounting to **US$ 293,683.00 (United States Dollars Two Hundred and Ninety Three Thousand Six Hundred and Eighty Three only)** shall be paid to the Lessor (hereinafter referred to as the "Second Instalment") failing which Lessor shall have the right to terminate this Agreement at its own discretion and the First Instalment shall be forfeited.

c. FINAL INSTALMENT

40% (forty percent) of the Land Use Premium amounting to **US$ 234,946.40 (United States Dollars Two Hundred and Thirty Four Thousand Nine Hundred Forty Six and Cents Forty only)** (hereinafter referred to as the "Final Instalment") shall be paid to the Lessor by the Lessee either within 4 (four) months after signing of the Agreement or upon the Lessor's issuing of the Receipt whichever comes earlier, failing which the Lessor shall have the right to terminate this Agreement at its own discretion and the First Instalment and the Second Instalment shall be forfeited.

3.2 Each instalment of the Land Use Premium shall only be deemed to be received by the Lessor after the said amounts in full had been remitted and credited to the bank account of the Lessor at the bank designated by the Lessor.

Chapter 4. Annual Land Rent and Other Fees

Clause 4. In addition to the above consideration, the Lessee shall pay the annual land rent (hereinafter referred to as the "Land Rent") on yearly basis at the rate of **US$ 0.30** (thirty cents)per year per one square meter, i.e. **US$ 3,038.10 (United States Dollars Three Thousand Thirty Eight and Cents Ten only)** stipulated in Clause 1 herewith as well as the Management Fees and Utility Charges (hereinafter collectively referred to as the "Fees") to be paid in accordance with the estate conditions of the Mingaladon Industrial Park (hereinafter referred to as the "Additional Conditions") attached hereto as **Exhibit C.** The Lessee shall pay the Land Rent to the Lessor each year not later than the 5th day of December of the preceding year.

Clause 5. The Lessee hereby acknowledges and accepts the right of the Lessor to review and change the rate of the Land Rent at the end of every 5 (five) year period at a rate of no more than 15% (fifteen percent) of the previous rate.

Clause 6. **6.1** Whenever the cadastral surveying has been done and found that there is a change of area of the Land which does not conform to the area as stipulated in the Agreement, the Lessor shall inform the Lessee thereof to pay and the Lessee agrees to pay the new amount of the Land Use Premium, the Land Rent and the Fees, based on the adjusted area of the Land from the subsequent date of such notification.

6.2 Subject to Clause 4 hereof, the Lessee and the Lessor agree that the balance of the Land Use Premium, the Land Rent and the Fees for the adjusted part of Land measured by the Lessor during the period from the commencement date of the Lease Period

to the date of the notification by the Lessor to the Lessee pursuant to the first paragraph of this Clause 4 shall not be paid or reimbursed.

Chapter 5. Event of Default

Clause 7. If at any time and for any reason, the Lessee be in default in any payment of the Land Use Premium, the Land Rent and the Fees, the Lessee agrees to pay the Lessor the delayed interest at the rate of 18% (eighteen percent) per year for the unpaid portion of the Land Use Premium, the Land Rent and the Fees, as the case may be, until the date on which the payment is actually remitted and credited to the bank account of the Lessor stipulated in Clause 3.2.

Chapter 6. Security of Annual Land Rent

Clause 8. **8.1** The Lessee agrees to provide a security deposit (hereinafter referred to as the "Security") to the Lessor on the date of the signing of this Agreement by means of cash deposit (hereinafter referred to as the "Cash Deposit") equivalent to the amounts of the Land Rent stipulated in Clause 4 and Clause 5 amounting to **US$ 3,038.10 (United States Dollars Three Thousand Thirty Eight and Cents Ten only)**.

8.2 If the Lessee, having received the Lessor's notice after causing any damages and/or losses to the Lessor or being in default of the Land Rent and the Fees caused by the Lessee, the Lessee agrees that the Lessor is entitled to deduct the amount due from the Cash Deposit.

8.3 If the amount of the Cash Deposit falls below the full amount as prescribed in Clause 8.1 for whatsoever reason, the Lessee shall increase the amount of the Cash Deposit to attain such full amount within 45 (forty five) days from the date of the notification by the Lessor.

8.4 If the Land Rent is changed by the Lessor pursuant to Clause 5 of the Agreement, the Lessee shall increase the amount of the Cash Deposit to attain such full amount within 45 (forty five) days from the date of the notification by the Lessor.

8.5 The Security shall be returned to the Lessee with no interest thereon only if and when this Agreement expires or is terminated and all of the obligations of the Lessee have been deemed to be completed by the Lessee.

Chapter 7. Ownership of Constructed Property and the Lessee's Duties

Clause 9. All facilities and materials on the Land brought by the Lessee shall belong to the Lessee (hereunder referred to as the "Lessee's Properties").

Clause 10. The Lessor acknowledges that the Lessee's Properties except immovable assets may be mortgaged, pledged, or guaranteed against the Lessee's debts with financial institutions or any third parties. The Land lease right granted to the Lessee under this Agreement shall not be mortgaged, pledged or guaranteed for any purpose no matter whatsoever reasons or at any event.

Clause 11. Under Clause 10, the Lessee shall not assign or transfer the right to lease the Land to other persons nor transfer to other persons, in whole or in part, its rights or obligations hereunder nor do anything to endanger the Lessor's rights to the Land nor sublease the Land, without the Lessor's prior written approval which shall be issued at the Lessor's sole discretion and subject to the approval of the Myanmar Investment Commission. In such case, the Lessee shall abide by the Myanmar Companies Act, and other applicable Laws, rules and regulations stipulated by the Government and the relevant authorities.

Clause 12. **12.1** The Lessee shall strictly comply with the laws, rules, and regulations of the government and local authorities and observe the order of the Lessor or the Lessor's agent, relating to compliance with this Agreement.

12.2 The Lessee shall ensure that his and/or her foreign personnel and their families shall abide by the Laws of the Republic of the Union of Myanmar and they shall not interfere in the internal affairs of the Republic of the Union of Myanmar.

Clause 13. Within the Lease Period, the Lessee permits the Lessor to inspect the factory building and any other building on the Land with the full cooperation of the Lessee.

Clause 14. The Lessee must keep the Land in good condition at his own expense throughout the Lease Period. The Lessee shall be responsible for any damage and losses occasioned to the Lessor from loss of possession of the Land due to intrusion by outsiders, or lose of any right and interest of the Lessor in respect of the Land due to negligence, default or wilful act of the Lessee; and the Lessee shall accordingly compensate the Lessor in full for such damages and losses.

Clause 15. The Lessee shall bear all taxes, duties and fees charged by the government or local authorities throughout the Lease Period on or relating to the payment of the Land Use Premium, the Land Rent or the Fees and/or its business on the Land.

Clause 16. Should the Lessor suffer damages for whatever reason, directly or indirectly, arising from the performance or non-performance by the Lessee, or its employees, agents, servants or visitors in relation to its business in MIP, the Lessee shall be liable for and shall make full compensation for such damages of whatsoever kind to the Lessor.

Clause 17. **17.1** The Lessee shall complete the construction of the factory building on the Land within the period of 2 (two) years or any longer period approved by the Lessor from the date of the commencement of the Lease.

17.2 Should the Lessee fail to complete the construction work within such period, the Lessee agrees that this event shall constitute a breach of this Agreement, and the Lessor reserves the right to terminate this Agreement pursuant to Chapter 9 set out below and the Lessor shall have the right to re-enter into the said Land.

Clause 18. During the construction of the factory building on the Land, the Lessee shall agree to permit the Lessor or his agent to inspect the construction at all times. The Lease shall provide convenience and cooperative support and follow the Lessor's advice. Should the Lessor consider that any construction is not in accordance with the detailed Additional Conditions, the Lessor is entitled to instruct the Lessee to correct the construction and the Lessee shall make best efforts to observe the Lessor's instruction. If the Lessor considers that the said faults involve an essential element, the Lessor shall have the right to instruct the Lessee to stop the construction immediately. Any delay or damage arising therefrom cannot be claimed by any event for the extension of the construction period and/ or for reimbursement by the Lessor. Should the plan or the details of construction involve any fault the Lessee agree to let the Lessor decide and such decision shall be final.

Clause 19. The Lessee shall strictly abide by the Additional Conditions and other rules and conditions which shall be attached as an integral part of this Agreement. The Lessee shall comply in full with all the clauses contained therein. In the event of the Lessee's failing to do so, the Lessor shall serve a notice demanding the Lessee to observe and perform in accordance with the Agreement and the Additional Conditions within six months, and if the Lessee still fails to perform fully within that period, the Lessor shall sanction the Lessee in accordance with the codes mentioned in the Additional Conditions, and the Lessor shall have the right to terminate the Agreement at its sole discretion and to claim and receive from the

Lessee all damages incurred directly or indirectly therefrom.

Clause 20. In the event of Lessee's failing to perform in accordance with any clause, apart from default of payment as specified in Chapter 5, the Lessor shall send a letter of notice to the Lessee demanding observance of the agreement within a specified period, and if the Lessee still does not fully perform within such period, then the Lessor shall have the right to terminate the Agreement at its sole discretion and to claim and receive from Lessee all damages incurred directly or indirectly therefrom.

Chapter 8. Arbitration

Clause 21. **21.1** If any dispute arises out of this Agreement or any other agreement or document executed in connection with this Agreement, the Parties hereto shall consult with each other in good faith in order to settle such dispute amicably.

21.2 In the event that such dispute can not be settled amicably, it shall be settled in The Republic of the Union of Myanmar by Arbitration, through two arbitrators, each one of whom shall be appointed by each Party. Should the arbitrators fail to reach an agreement, then such dispute shall be referred to an Umpire nominated by those arbitrators. The decision of the arbitrators or the Umpire shall be final and binding upon both Parties.

21.3 The Arbitration proceedings shall in all respects conform to the Myanmar Arbitration Act, 1944 (Myanmar Act No. IV, 1944) or any subsisting statutory modification thereof. The venue of Arbitration shall be in Yangon, the Republic of the Union of Myanmar. The Arbitration fees shall be borne by the losing Party.

Chapter 9. Termination

Clause 22. **22.1** Should the Agreement be terminated for one of the following reasons;

(a) Breach of condition of this Agreement by the other Party without rectification within 30 (thirty) days from the written notification of the other Party,

(b) Force Majeure persisting for more than 6 (six) months after the occurrence thereof,

(c) Incapability of implementing the original aims and object of the Lessee,

the Lessee agrees to stop operations immediately and remove all Lessee's Properties mentioned in Chapter 7 from the Land within 30 (thirty) days from the date of termination and return the Land to the Lessor in good condition. If the Lessee fails to do so, the Lessee agrees to pay the Lessor daily damages calculated as follows;

<u>Land Rent per year at the time of the termination x 20</u>

365

Until the Lessee shall have duly completed such removal and return. Regarding removal of the Lessee's Properties, the Lessee shall bear all related costs of such removal.

22.2 If the Lessee fails to remove such Lessee's Properties or cannot complete the removal, the Lessee shall permit the Lessor to remove such Lessee's Properties and the Lessee shall bear all expenses and damages as mentioned in Clause 22.1 until the day which is deemed by the Lessor as the day of complete removal. In no event shall the Land Use Premium specified in Clause 3 be decreased or refunded due to the termination of the Agreement.

Chapter 10. Notice

Clause 23. Any notice or other communication required to be given or sent hereunder shall be in English and be left or sent by prepaid registered post (airmail, if overseas) or telex or electronic mail or facsimile transmission or international courier to the Party concerned at its address given underneath describing the names and addresses or such address as the Party concerned shall have notified in concurrence with this Clause to the other Party.

Lessor : Name : **Mingaladon Industrial Park Co., Ltd.**
Address : Corner of No.3 Highway Road and Khayebin Road, Mingaladon Township, Yangon, The Republic of the Union of Myanmar.

Lessee : Name : **Wedtex Industrial (H.K) Co., Ltd.**
Address : Unit 1111/ 11/F Trendy Centre, 682-684 Castle Peak Road, Kowloon, Hong Kong.

Chapter 11. Governing Law

Clause 24. **24.1** This Agreement shall be governed by and construed under the Laws of the Republic of the Union of Myanmar and the Parties hereby submit to the jurisdiction of the relevant Court of Myanmar and all Courts competent to hear appeals therefrom.

24.2 .In the event that any provision of the Agreement is deemed invalid, unlawful or unenforceable under any applicable law, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or impaired and this Agreement shall be construed as if such invalid, unlawful or unenforceable provision had never been contained in this Agreement.

Chapter 12. Force Majeure

Clause 25. **25.1** If either Party is temporarily rendered unable wholly or partly by Force Majeure to perform its duties or accept the performance by the other Party under this Agreement, it is agreed that the affected Party shall give notice to the other Party within 14 (fourteen) days after the occurrence of the cause relied upon, giving full particulars in writing of such Force Majeure. The duties of such Party as are effected by such Force Majeure shall, with the approval of the other Party, be suspended during the continuance of the disability so caused, as far as possible, be removed with all reasonable dispatch. Neither Party shall be responsible for delay damage or loss caused by Force Majeure.

25.2 The term, Force Majeure shall mean Acts of God, wars, strikes, lock outs, industrial disturbances, explosions, earthquakes, floods, typhoons, fires, storms, lightning and other causes similar to the kind herein enumerated which are beyond the control of either Party and which by exercise of due care and diligence, either Party is unable to overcome.

Chapter 13. Mineral Resources and Treasures

Clause 26. Mineral resources, treasure, gems and other natural resources discovered unexpectedly from, in or under the Land during the Lease Period of the Agreement shall be the property to the Government of the Republic of the Union of Myanmar and the Government of the Republic of the Union of Myanmar shall be at liberty to excavate the aforesaid at any time.

Chapter 14. Protection of Environment

Clause 27. The Lessee shall be responsible for the protection and preservation of the environment in and around the Land, and shall be able to control pollution of air, water and land and not to cause any environmental degradation. The Lessee shall also take necessary measures in order to make environmental protection such as installation of the waste water treatment plant and other treatment procedures to keep the Land environmental friendly.

Chapter 15. Modification of the Agreement

Clause 28. In the event that any situation or condition arises due to circumstances not envisaged in this Agreement and that it warrants amendments to this Agreement, the Parties hereto shall make necessary negotiations with a view to making such necessary amendments.

Chapter 16. Retransfer of the Land

Clause 29. **29.1** At the end of the Lease Period, the Lessee shall transfer the Land to Lessor within 3 (three) months in good condition, ground damages having been refilled or repaired.

29.2 The Lessee shall have the right to be in possession and ownership of all movable properties which shall be removed at its own costs and/or disposed of within 3 (three) months, not affecting the Lessor's right to claim for the rent up to the date of complete evacuation and damages caused to the Land by the Lessee.

29.3 Notwithstanding the above Clause 29.1, a new agreement for further period may be negotiated and agreed upon between the Parties before the expiry of the Lease Period upon the request of the Lessee.

Chapter 17. Condition Precedent

Clause 30. This Agreement shall become valid upon signing by the Parties hereof and validity of this Agreement shall be subject to and conditional upon receipt of the approval from Myanmar Investment Commission.

This Lease Agreement is made in triplicate having the same contents. Both Parties have read and thoroughly understood this document and the accompanying Additional Conditions of the MIP, and hereunto affix their signatures. Each Party shall keep one copy and the remaining one will be submitted to the official for registration.

The Lessor: On and behalf of
Mingaladon Industrial Park Co., Ltd.

Min Htein	Shigeo HANA
Chairman	Managing Director

The Lessee: On the behalf of
Wedtex Industrial (H.K) Co., Ltd.

Name : Wang Ming- Hsiang
Title : Managing Director
In the present of

Name : Myint Myint Mu	Name:
Designation :Director(Finance)	Designation :
Address: Department of Human Settlement and Housing Development	Address:

EXHIBITS

A:SITE PLAN OF MINGALADON INDUSTRIAL PARK
B:PHYSICAL DELIVERY RECEIPT
C:ADDITIONAL CONDITIONS FOR LEASE OF MINGALADON INDUSTRIAL PARK

PROVISIONAL ALLOTMENT

FOR

PLOT NO. A 8

OF

MINGALADON INDUSTRIAL PARK

MINGALADON INDUSTRIAL PARK CO., LTD.

YANGON

THE REPUBLIC OF THE UNION OF MYANMAR

Provisional Allotment for
Plot No. A 8 of
Mingaladon Industrial Park

This Provisional Allotment for Plot No. A 8 of Mingaladon Industrial Park is made and issued in Yangon on the 27th day of September, 2013 to,

Mingaladon Industrial Park Co., Ltd., located at Corner of No. 3 Highway Road & Khayebin Road, Mingaladon Township, Yangon, The Republic of the Union of Myanmar (hereinafter referred to as the "Lessor");

by,

Wedtex Industrial (H.K) Co., Ltd., located at Unit 1111, 11/F Trendy Centre, 682-684 Castle Peak Road, Kowloon, Hong Kong. (hereinafter referred to as the "Prospective Lessee");

NOW ALLOTMENT TO THE LESSOR AS FOLLOWS;

1.1 Desire to Lease

The Prospective Lessee hereby issues and submits this Provisional Allotment (hereinafter referred to as the "Allotment") to hold a right to lease a land developed or to be developed in the Mingaladon Industrial Park (hereinafter referred to as the "MIP"), which is an industrial estate located at Mingaladon Township, Yangon, The Republic of the Union of Myanmar, described as Plot No. A 8 having an area of 10,127.00 square-meter (hereinafter referred to as the "Land") and marked on the SITE PLAN OF THE MINGALADON INDUSTRIAL PARK, attached as Exhibit A to the Sub-Lease Agreement of MIP (hereinafter referred to as the "Agreement").

2.1 Consideration

In consideration for the Prospective Lessee's right to lease the Land, the total amount payable is **US$ 587,366.00 (United States Dollars Five Hundred and Eighty Seven Thousand Three Hundred and Sixty Six only)** (hereinafter referred to as the "Land Use Premium"), as indicated at Chapter 3 as Payment Terms (hereinafter referred to as the "Payment Terms"), in the Agreement.

2.2 Booking Fee

In accordance with the Payment Terms, the Prospective Lessee shall pay to the Lessor 10% (ten percent) of the Land Use Premium as a Booking Fee, within 30 days from the date of signing by both parties, the amount of **US$ 58,736.60 (United States Dollars Fifty Eight Thousand Seven Hundred Thirty Six and Cents Sixty only)** (hereinafter referred to as the "Booking Fee") provided that the Lessor accepts this Allotment, at his sole discretion, which and thereby shall inform to the Prospective Lessee, accompanied with detailed payment instructions for the Booking Fee, which is refundable only in the event of the stipulation at 3.2 herein. Booking Fee shall be allotted to the first instalment of the Payment Terms at the signing of the Agreement.

3.1 Reservation Period

Provided that this Allotment is accepted by the Lessor pursuant to 2.2 hereinabove, the Lessor shall hold the Plot described hereto as 1.1, up to 120 days from the date of the acceptance of this Allotment by the Lessor (hereinafter referred to as the "Reservation Period").

3.2 Cancellation of Allotment

The Lessor reserves the right to cancel this Allotment for any reason whatsoever at his sole discretion and the Prospective Lessee agrees that the Lessor reserves such right. In case this Allotment is terminated by the Lessor within the Reservation Period, the Lessor shall refund the Booking Fee without Interest with a written notice of termination of this Allotment to the Prospective Lessee.

3.3 Result of Expiration of Allotment

In the event that the Prospective Lessee fails to enter into the Agreement within the Reservation Period for whatever reason, the Lessor is entitled to forfeit the Booking Fee and shall not have any obligation(s) to the Prospective Lessee in whatsoever kind from the expiration of the Reservation Period, including but not limited to the reservation of the Land.

4.1 Notices

Any correspondence to the Prospective Lessee's address contained herein or to an address which the Lessor has been informed of in writing, will be deemed to be lawfully delivered and to be received and acknowledged by the Prospective Lessee on the date which the document should normally reach such address.

5.1 Assignment

In any event, should the Prospective Lessee desires to assign this valid Allotment to a third party, the Prospective Lessee agrees that such assignment of this Allotment is subject to prior written approval by the Lessor at his sole discretion.

6.1 Subordination

Notwithstanding whatever is stipulated herein, in the event that the Prospective Lessee enters into the Lease Agreement for the Land, this Allotment shall thereupon be terminated.

7.1 Expenses

The Prospective Lessee must bear all taxes, duties and fees charged by the government and/or local authorities and any other related expenses regarding this Allotment.

8.1 Amendments

The Prospective Lessee hereby acknowledges and accepts the fact that the Allotment is subject to change due to instructions made by local authorities of the Republic of the Union of Myanmar. The changes will be notified in writing manner, when applicable.

9.1 **Others**

One (1) set of this Allotment shall be submitted by the Prospective Lessee to the Lessor. After being reviewed and accepted by the Lessor, the Lessor shall execute the Allotment and send a copy of the executed Allotment to the Prospective Lessee for record purposes, and the executed date shall constitute the commencement date for the Reservation Period of this Allotment.

On the date first mentioned above;

THE PROSPECTIVE LESSEE: **Wedtex Industrial (H.K) Co., Ltd.**

Name : Wang Ming-Hsiang

Title : Managing Director

ACCEPTED BY THE LESSOR ON THE DATE OF 27th September 2013.

THE LESSOR: **Mingaladon Industrial Park Co., Ltd.**

Name : Shigeo HANA

Title : Managing Director

EXHIBIT-B

PHYSICAL DELIVERY RECEIPT

(The Final Sub-Lease Deed giving effect to Land Use Right)

FOR

PLOT NO. A-8

OF

MINGALADON INDUSTRIAL PARK

MINGALADON INDUSTRIAL PARK CO., LTD.

YANGON

THE REPUBLIC OF THE UNION OF MYANMAR

DRAFT

PHYSICAL DELIVERY RECEIPT

(The Final Sub-Lease Deed giving effect to Land Use Right)

FOR

PLOT NO. A-8

OF

MINGALADON INDUSTRIAL PARK

Physical Delivery Receipt

(The Final Sub-Lease Deed giving effect to Land Use Right)

for Plot No. A-8 of

Mingaladon Industrial Park

Lease Conditions

Plot No.	~ A-8
Area	~ 10,127.00m^2
Rate of Land Use Premium	~ US\$58.$\underline{^{00}}$/m^2
Land Use Premium Amount	~ US\$578,366.$\underline{^{00}}$
Lease period	~ Until 7th February 2048 with effect from the date of signing of Physical Delivery Receipt

Physical Delivery Receipt

(The Final Sub-Lease Deed giving effect to Land Use Right)

for Plot No. A-8 of

Mingaladon Industrial Park

This Physical Delivery Receipt for Plot No. A-8 of Mingaladon Industrial Park is made and executed on the day of , 2014 between;

Mingaladon Industrial Park Co., Ltd., located at Corner of No. 3 Highway Road & Khayebin Road, Mingaladon Township, Yangon, The Republic of the Union of Myanmar represented by Mr. Shigeo HANA, Managing Director (hereinafter referred to as the "Lessor") on the one part;

and,

Wedtex Industrial (H.K) Co.,. Ltd. located at. Unit 1111, 11/F Trendy Centre, 682-684 Castle Peak Road, Kowloon, Hong Kong. represented by Mr. Wang Ming- Hsiang, Managing Director (hereinafter referred to as the "Lessee") on the other part;

(The Lessor and the Lessee are hereinafter jointly referred to as the "Parties", including any successors by law to replace the Parties)

WITNESSETH AS FOLLOWS:

WHEREAS;

1. The Lessor and the Lessee have entered into and executed the Sub-Lease Agreement to lease and take the lease on the land in Mingaladon Industrial Park (referred to as "MIP"), Plot No. A-8 (hereinafter referred to as the "Land"),dated ---------------- (hereinafter referred to as the " Agreement");

2. In accordance with the Sub-Lease Agreement, upon the Lessor's confirmation that the Lessee have satisfied all of its obligations stipulated in Clause 3.1. a, b and c of the Sub-Lease Agreement, the Lessor shall deliver the Land to the Lessee by issuing this Physical Delivery Receipt (hereinafter referred to as the "Receipt").

NOW, THEREFORE, based upon the above mentioned recitals, the Parties hereby have mutually agreed to enter into and implement the Receipt with the following terms and condition

SECTION 1
DELIVERY AND ACCEPTANCE

1.1 In accordance with the Agreement, the Lessor hereby delivers to the Lessee and the Lessee hereby accepts and receives from the Lessor, the Right to lease the Land, located in MIP, as described and marked on the SITE PLAN OF THE MINGALADON INDUSTRIAL PARK attached to the Agreement as Exhibit A.

SECTION 2
RIGHT TO LEASE

2.1 As described within the Agreement, the Lessee's right to lease the Land has legally occurred upon the execution of this Receipt. With the execution thereof, the Lessee is the sole party to take lease on and use the Land.

2.2 Upon execution of this Receipt, the Lessee has no right to exercise any further rights or claims either to the Lessor or to any other party in connection with the Land other than stipulated on the Agreement, and therefore, the Lessee shall be liable for any risk whatsoever over the Land in connection with its usage thereof.

SECTION 3
OBLIGATION OF THE LESSEE

3.1 As of this Receipt, the Lessee can enjoy its right to lease the Land, provided that the Lessee is liable to pay any costs, taxes, Management Fees, Utility Charges, Service Fees, Land Rent, and other related expenses, associated, directly and/or indirectly, with the Lessee's execution of the Agreement and the business of the Lessee in MIP as described within the Agreement.

3.2 Provided that the Lessee has received the delivery of the Right to Lease the Land, the Lessee hereby agrees to fulfill, including but not limited to, the remaining obligations under the Agreement and amendments, if any, to be made in the necessity of the Lessor.

IN WITNESS WHEREOF, the Parties hereto have agreed and signed this Receipt on the date first mentioned above.

THE LESSOR: **Mingaladon Industrial Park Co., Ltd.**

Name : Min Htein	Name :Shigeo HANA
Title : Chairman	Title : Managing Director

THE LESSEE: **Wedtex Industrial (H.K) Co., Ltd.**

Name: Wang Ming- Hsiang	Name:
Title : Managing Director	Title:

EXHIBIT-C

ADDITIONAL CONDITIONS FOR LEASE

OF

MINGALADON INDUSTRIAL PARK

MINGALADON INDUSTRIAL PARK CO., LTD.

YANGON

THE REPUBLIC OF THE UNION OF MYANMAR

TABLE OF CONTENTS

ATTACHMENTS

ATTACHMENT 1	INDUSTRIAL WATER CONNECTION
ATTACHMENT 2	WASTE WATER SEWER SYSTEM REQUIREMENT
ATTACHMENT 3	BUILDING SETBACK LINE/ GREEN OPEN SPACE REGULATION/ BUILDING HEIGHT CONTROL
ATTACHMENT 4	BOUNDARY FENCING REQUIREMENT
ATTACHMENT 5	RAIN WATER DRAINAGE REQUIREMENT
ATTACHMENT 6	TELEPHONE/ FACSIMILE CONNECTION
ATTACHMENT 7-A	ELECTRICITY CONNECTION
ATTACHMENT 7-B-1	ELECTRICITY RECEIVING REQUIREMENT (For Transformer 500KVA and above)
ATTACHMENT 7-B-2	ELECTRICITY RECEIVING REQUIREMENT (For Transformer Size under 500KVA)
ATTACHMENT 7-C	ELECTRIC POWER CABLING
ATTACHMENT 8	ACCESS ROAD DETAILS
ATTACHMENT 9	WASTE WATER QUALITY CRITERIA
ATTACHMENT 10	AMBIENT AIR QUALITY CRITERIA
ATTACHMENT 11	EMISSION QUALITY CRITERIA
ATTACHMENT 12	NOISE LEVEL CRITERIA
ATTACHMENT 13	DIRECTIONS FOR WASHROOM FACILITIES
ATTACHMENT 14	VENTILATION REQUIREMENTS

24) MEPE

"MEPE" means Myanma Electric Power Enterprise.

25) MIP

"MIP" means the Mingaladon Industrial Park managed by the Lessor.

26) MPT

"MPT" means Myanma Posts & Telecommunications.

27) Physical Delivery of Land

"Physical Delivery of Land" means the transfer that validates the Lessee's occupation and utilisation of the Land by issuing the Physical Delivery Receipt by the Lessor to the Lessee based upon the provision contained in the Sub-Lease Agreement.

28) Primary Waste Water Treatment Plant

"Primary Waste Water Treatment Plant" means the waste water processing plant equipped by the Lessee on the Land that is used to process Waste Water of the Lessee. Such processed water shall fulfil the waste water quality standards specified in the Attachment 9 contained in the Conditions.

29) Service Fees

"Service Fees" means the fees for the business services rendered by the Lessor pursuant to Chapter IV C.

30) Services

"Services" means maintenance services of Infrastructure and Utilities of MIP and/or business services provided to the Lessee by the Lessor, the details of which are specified in Chapter IV C.

31) Sub-Lease Agreement

"Sub-Lease Agreement" means the "Sub-Lease Agreement of Mingaladon Industrial Park" executed by and between the Lessor and the Lessee, for the lease of the Land from the Lessor to the Lessee.

32) Toxic and Hazardous Substances

"Toxic and Hazardous Substances" means such substances as are included in one or more of the following groups of substances:

(a) Toxic substances,
(b) Explosives,
(c) Flammable substances,
(d) Oxidant and reducing agents,
(e) Explosive and flammable substances,
(f) Pressurised gas,
(g) Corrosives substances/ irritants,
(h) Radioactive substances,
(i) Other toxic and hazardous substances, such as those so determined by the Government.

33) Utilities

"Utilities" means utilities of the MIP such as industrial water, electricity and telecommunication services, details of which shall be specified in Chapter IV B and Chapter VII.

34) Utilities Charges

"Utilities Charges" means the charges for the Utilities to be paid by the Lessee.

35) Waste Water

"Waste Water" means water which results from the industrial production processes and other uses by the Lessee.

36) Waste Water Treatment Plant

"Waste Water Treatment Plant" means the processing plant at the MIP that is used to process Waste Water of the Lessee. Such processed water shall fulfil the waste water quality standards determined by the Lessor and/or the Government.

37) YCDC

"YCDC" means Yangon City Development Committee.

CHAPTER II

AIMS AND PURPOSES

A. Of the Lessor

a) To provide a detailed explanation regarding the MIP, including Infrastructure, Utilities and supporting facilities available, so that the Lessee can obtain complete information regarding the Lessee's construction of Facilities and its operation at the MIP;

b) To provide the necessary information regarding the terms and conditions which must be satisfied by the Lessee to obtain the land, construct and operate Facilities at the MIP.

B. Of the Lessee

a) To be aware of the services provided by the Lessor in supporting the expeditious construction and operation of its Facilities at the MIP;

b) To be aware of the rights and obligations in connection with the construction and operation of its Facilities at the MIP;

c) To construct and operate the Facilities at the MIP in compliance with the Conditions.

CHAPTER III

LAND USE AND TYPE OF INDUSTRY

A. Land Use

a) The utilisation of the Land must comply with the provisions as specified in the Business Permit and Building Permit. Any change in utilisation must have the prior approval of the authorities issuing such permits, and of the Lessor.

b) The Lessee is obliged to complete the construction work for the Facilities within the period specified in the Approval Letter for Construction.

B. Type of Industry

The Lessee shall be permitted to operate its business at the MIP provided that:

a) They comply with the Utilities Codes contained in the Conditions;

b) They comply with the Building Codes contained in the Conditions;

c) They comply with the Construction Codes contained in the Conditions;

d) They comply with the Environmental Codes contained in the Conditions;

The Lessee will not be permitted to operate any industry which is prohibited by the Government.

CHAPTER IV

INFRASTRUCTURE, UTILITIES AND SERVICES

The Lessor shall provide the following Infrastructure, Utilities and Services for the Lessee.

A. Infrastructure

a) Roads, sidewalks;

An arterial road, 8 m wide, with concrete paved surface and 3 m wide paved sidewalks on both sides of the road.

Secondary roads, 7 m wide, with a concrete paved surface and 1.5 m wide paved sidewalks on both sides of the road.

b) Tube wells, water tanks and water supply pipes running alongside each road with a supply capacity of 5,000 m^3/ day for Phase 1 and pressure of 0.5 kg/ cm^2;

c) Waste Water Treatment Plant and sewer pipes running alongside each road with a treatment capacity of 5,000 m^3/ day for Phase 1. In addition, a laboratory for the determination of water quality will be installed;

d) Drainage ditches at both sides of each road;

e) Electric power lines (33 kV) and related facilities in the MIP, supplied and maintained by the MEPE;

f) Telecommunication/facsimile network using the service of the MPT;

g) Street lights at every 30 m alongside the arterial and secondary roads;

h) Fire hydrants placed alongside roads at 200m intervals;

i) Industrial estate security system including security station and security fence around the circumference of the MIP;

j) Landscaping;

k) The MIP management office;

l) Public green open spaces;

With regard to the above Infrastructure, the Lessee shall be charged the Management Fees pursuant to the item e) of Chapter VI B.

B. Utilities

a) Water from tube wells, stored in water tanks for delivery to the Lessee;

b) Processing of Waste Water, discharged by the Lessee of the MIP, at the Waste Water Treatment Plant;

The Waste Water Treatment Plant shall process the Waste Water, to meet the requirements of the Government; and then discharge the treated water at the designated point;

c) Utilities (other than the Industrial Water), such as telephone and electric power installations, made available to the Lessee by the MPT and the MEPE respectively.

The Lessor shall provide the above Utilities on the terms and conditions contained in the Conditions and the Lessee shall be charged the Utilities Charges for such Utilities at the rate in the price list to be provided by the Lessor and/or the related agencies such as the MEPE and the MPT from time to time.

C. Services

a) Maintenance of roads, sidewalks, street lights, drainage, landscaping and cleaning of public areas;

b) Fire fighting services in co-ordination with the regional fire-fighting unit and/or Lessee's own fire-fighting unit;

c) Maintenance of security and order at the MIP in co-ordination with the Lessee's own security;

The above items of a), b) and c) are to be covered by the Management Fees.

d) Assistance to foreign Lessees in seeking local partners;

e) Assistance to the Lessee in obtaining investment approval from the concerned authority;

f) Assistance to the Lessee in the preparation of and procurement of the Building Permit, including the preparation of documents;

g) Assistance to the Lessee for the procurement of design and construction services;

h) Assistance to the Lessee for the procurement of packing services, warehouse services, container services and forwarding services, including transportation to/from the seaport/dryport;

i) Recruitment advice for the Lessee requiring additional manpower;

j) Assistance to the Lessee for the procurement of work permits for foreign manpower.

For the above items of d) through j), the Lessee shall be charged the Service Fees at the rate in the price list to be provided by the Lessor from time to time.

CHAPTER V

RIGHTS AND OBLIGATIONS OF THE LESSOR

A. Rights

The Lessor shall be entitled to:

a) Prohibit the Lessee from operating on the Land if the type of industry does not comply with the criteria as specified in Chapter III of the Conditions;

b) Impose sanctions upon any Lessee violating the provisions of the Sub-Lease Agreement and/or the provisions herein in accordance with the Sub-Lease Agreement and/or Chapter XI of the Conditions;

c) Make necessary amendments to parts of the Conditions, giving at least one month's prior notice to the Lessee before the amendment is made;

d) Collect the annual Land Rent under the Sub-Lease Agreement, Utilities Charges, Service Fees and Management Fees from the Lessee;

e) Receive reports once a month on the results of monitoring the quality of the Waste Water produced by the Lessee;

f) Check air, noise and waste water emissions without prior notice to the Lessee;

g) Co-ordinate the distribution of all contributions by the Lessee to the Government agencies or to any other agencies;

h) Manage the overall security and order at the MIP.

B. Obligations

The Lessor shall be obliged to:

a) Protect the Lessee from any conflicts with other parties arising in respect of the Land;

b) To provide the Lessee with Infrastructure, Utilities and Services specified in Chapter IV of the Conditions;

c) Maintain Infrastructure at the MIP, specified in Chapter IV of the Conditions, in optimal operational condition;

d) Maintain security and order at the MIP.

CHAPTER VI

RIGHTS AND OBLIGATIONS OF THE LESSEE

A. Rights

The Lessee of the MIP shall be entitled to:

a) Utilise the Land in compliance with the provisions as specified in the Business Permit and Building Permit;

b) Obtain the Approval Letter for Construction from the Lessor;

c) Obtain technical advice from the Lessor relating to the Infrastructure, Utilities and Services provided by the Lessor as explained in Chapter IV;

d) Utilise the Services provided by the Lessor pursuant to Chapter IV C of the Conditions.

B. Obligations

The Lessee of the MIP shall be obliged to:

a) Obtain the Business Permit and Building Permit issued by the competent authority;

b) Comply with the Building Codes and requirements of authorities concerned, regarding the requirements for sanitation and lighting in the work place;

c) Comply with the terms and requirements of the Construction Codes contained in the Conditions;

d) Construct the Facilities within the period specified in the Approval Letter for Construction;

e) Pay the Management Fees for the maintenance of the Infrastructure and Services mentioned in items a) through c) of Chapter IV C of the Conditions;

The Management Fees for the first year shall be calculated on a monthly basis from, and inclusive of, the month in which the date of the Physical Delivery of the Land falls, up to the end of that year, and shall be paid within 30 days after the date of the Physical Delivery of the Land.

Payment for the subsequent years shall be made annually on or before the first Myanmar's working day of January of each year.

The amount of the Management Fees shall be US$ 0.04 per m^2 per month, reviewed every year by the Lessor, and adjusted according to the levels of future costs and expenses.

f) Pay the Utilities Charges for the Utilities;

g) Pay the Service Fees for the Services mentioned in the items of d) through j) of Chapter IV C of the Conditions;

h) Pay costs to remedy damages to any Infrastructure and/or Services of the MIP caused by the Lessee and/or any other parties for which the Lessee is responsible;

i) Pay the Land Rent, property taxes and other costs and expenses, relating to utilisation of the Land commencing from the month in which the date of the Physical Delivery of the Land falls;

j) Construct a Primary Waste Water Treatment Plant on the Land in order that the treated Waste Water quality complies with the requirements specified in the Environmental Codes of the Conditions. The construction of a Primary Waste Water Treatment Plant shall be in accordance with the Construction Codes contained in the Conditions;

k) Monitor the quality of treated Waste Water at the Lessee's discharge points and submit a report regarding the result of such monitoring to the Lessor once a month. Failure to comply with this provision shall result in sanctions (specified in the Chapter XI);

l) Exercise control of gas and dust emissions (if any) until final discharged levels comply with the requirements mentioned in the Environmental Codes contained in the Conditions;

m) Control the level of noise in accordance with the Environmental Codes contained in the Conditions;

n) Manage Toxic and Hazardous Substances (if any) in accordance with the Environmental Codes contained in the Conditions;

o) Construct a drainage system (within the Land area) in accordance with the Construction Codes contained in the Conditions:

p) Comply with the terms and conditions of work, health and safety in accordance with the laws and regulations of the Government;

q) Maintain security and order within the Land area;

r) Establish a primary fire-fighting system, to comply with the fire codes of the Government and to carry out fire drills at least once every six months;

s) Accept responsibility for any injury or damage to persons or properties resulting from an Act of God affecting the Facilities and/ or the Land;

t) Comply with the Utilities Codes, the Building Codes and the Construction Codes regarding the installation/ connection of the Utilities and construction of the Facilities;

u) Observe and comply with other terms and conditions in the Sub-Lease Agreement.

CHAPTER VII

UTILITIES CODES

A. Industrial Water

a) Quality

i) Specification of raw water for industrial purposes at the MIP is provided by the Lessor from time to time upon the Lessee's request. If Lessee's requirement of water is different specification, the Lessee may install at its own expense the necessary facilities or equipment.

ii) Tube wells with a total capacity of 5,000 m^3 per day will be constructed for the Phase I. No tube well shall be installed by the Lessee in the Land.

b) Measurement

In order to measure the volume of Industrial Water consumed by the Lessee, the Lessee shall have a flow meter installed on the incoming supply pipe. The flow meter will be supplied by the Lessor and the Lessee shall bear the cost of the meter and its accessories at following rates.

<u>Cost of meter and its accessories</u>	
For 100 mm diameter inlet pipe	US$ 1,200/ set
For 80 mm diameter inlet pipe	US$ 1,000/ set
For 50 mm diameter inlet pipe	US$ 700/ set

c) Connection

i) Any Lessee requiring the Industrial Water shall submit an application, in writing, to the Lessor;

ii) The required quantity of Industrial Water and demand schedule shall be included in such an application;

iii) The Lessee shall, at its own cost, connect its Industrial Water pipe complete with the flow meter set supplied by the Lessor as above to the incoming Industrial Water supply pipe of MIP at the connecting point located inside the Land (See Attachment 1);

iv) Such connection shall be completed within four weeks from the Lessor's delivery of flow meter set to the Lessee;

v) The Lessee shall make a monthly payment to the Lessor for the combined charges of consumption of Industrial Water and treatment of Waste Water, at the rate of US$ 0.50 per m^3 of Industrial Water consumed.

d) Water Storage Tank

The Lessee shall, at its own cost, provide an Industrial Water storage tank within the Land in accordance with its operation needs. (See Attachment 1)

B. Electric Power

a) The electric power shall be supplied by the MEPE.

b) The connections for electric power supply shall be carried out at the cost of the Lessee on the terms and conditions set forth by both the Lessor and the MEPE. The method of receiving power supply shall be in accordance with Attachment 7-A, 7-B and 7-C;

c) The Lessee shall obtain prior approval from the Lessor regarding the maximum power consumption and method of receiving power supply from MEPE.

d) The Lessee shall, at its own cost, make the necessary arrangement to apply for the supply of electricity from the MEPE after getting approval from the Lessor as above.

C. Telecommunication

The Lessor shall make conventional telecommunication system through the MPT available to the Lessee.

a) Any Lessee requiring the conventional telecommunication system shall submit an application for allocation of the lines, in writing, to the Lessor.

b) Connection of the telecommunication;

i) The Lessee shall pay the following charges to the Lessor on the connection;

Initial Installation Fee (IDD Tel.)	US$ equivalent to Kyat 650,000/- line
Initial Installation Fee (IDD Fax.)	Above plus about US$ 200/- line

The above rates shall be subject to change.

ii) Connections shall be carried out pursuant to the prevailing terms and conditions determined by the MPT.

c) In the case of damage to the network of the Lessee, the damage shall be the responsibility of the Lessee.

D. Waste Water

a) Sewerage of the Waste Water shall be by concrete pipes or PVC pipes.

b) The quality of the Waste Water discharged from the Land shall be properly monitored by both the Lessee and the Lessor by means of routine sampling.

c) Connection to the sewer line:

i) The Lessee shall submit an application, in writing, together with drawings, to the Lessor;

ii) The quantity and quality of the Waste Water to be discharged and the proposed connection date shall be mentioned in such application.

d) Other Provisions:

i) Any Lessee producing Waste Water that has not fulfilled the Waste Water quality standards required by the MIP, as specified in the Attachment 9 contained in the Conditions, and utilising the Waste Water Treatment Plant of the MIP, shall be obliged to construct a Primary Waste Water Treatment Plant at its own cost in the Land in order that the Waste Water discharged by the Lessee fulfils the quality standards of the MIP.

ii) The construction of the Primary Waste Water Treatment Plant by the Lessee must follow the system specified in Attachment 2.

iii) Any violation of Waste Water quality, as determined by the MIP and/or the Government, shall result in the temporary closure of the Lessee's Industrial Water Supply and Waste Water outlet. Such closure shall be carried out after the Lessee's failure to meet the quality standards, notwithstanding having been sent three (3) warning letters by the Lessor. All consequences and/or losses resulting from such closure shall be the full responsibility of the Lessee.

iv) The temporary closure of the Lessee's Industrial Water supply and Waste Water outlet shall be lifted only after the Lessee has taken all necessary measures to comply with all the Waste Water quality standards mentioned above.

E. Garbage Disposal

a) The collection of garbage shall be carried out by a garbage disposal contractor in co-operation with the YCDC;

b) Garbage produced by the Lessee shall be collected and transported to the final garbage dump located outside the MIP by the garbage disposal contractor;

c) Garbage disposal fee/charges shall be paid to the garbage disposal contractor directly by the Lessee;

d) It is prohibited to burn any garbage on the Lessee's Land, except in an incinerator approved by the Lessor;

e) Garbage containers must be placed on the Lessee's Land in such a way that they will be properly protected and easily emptied by the garbage disposal contractor;

f) The Lessee shall be responsible for the sanitary condition of its garbage containers.

F. The Handling of Toxic and Hazardous Substances

a) Any Lessee using and/or producing Toxic and/or Hazardous Substances, either being final products or waste products, shall be responsible for the handling of such Toxic and/or Hazardous Substances in accordance with the Environmental Codes contained in the Chapter X;

b) Handling of Toxic and/or Hazardous Substances on the Lessee's Land shall be by means of provisional storage until the Industrial Waste Management Centre for Dangerous and Poisonous Waste is established by the YCDC;

c) Any Lessee handling Toxic and/or Hazardous Substances shall be obliged to submit monthly reports regarding the types and quantities of such Toxic and/or Hazardous Substances used, as final products or as waste products of production, to the Lessor;

d) The Lessor shall control the implementation of the Environmental Codes contained in the Conditions, and may impose sanctions in the case of any violation of such provisions.

CHAPTER VIII

BUILDING CODES

In order to create pleasant surroundings, secure privacy and control noises, the Lessee must comply with the following for the design of the Facilities:

A. Land Use

The Land must be used in accordance with the provisions specified in the Lessee's Business Permit. It is prohibited to use the Land for residential purposes.

B. Building Setback Line

(See Attachment 3)

Fronting 8 metre wide arterial road :
Building Setback Line = 15 m;

Fronting 7 metre wide secondary road :
Building Setback Line = 10 m;

Fronting Highway No. 3 :
Building Setback Line = 20 m;

Fronting Neighbouring Lot:
Building Setback Line = 6 m;

The structures excluded from the above restrictions are :

- Open car parking area;
- Sentry box (maximum 2 storey or 6 m height; maximum floor area of 20 m^2 per storey);
- Flagpole;
- Water tanks etc., which are approved by the Lessor;
- Basements or other underground structures which do not project beyond the boundaries of the Land, which are covered by soil and vegetation, and which are approved by the Lessor.

Note: The Lessee shall obtain prior approval from the Lessor regarding any kind of structures or buildings to be constructed inside the Building Setback Line.

C. Building Ratio

The maximum Building Coverage = 60% (sixty percent) of the area of the Land;

The maximum Building Height Control = 3 stories (maximum height = 18 metres).

D. Green Open Space

Green Open Spaces are areas planted with vegetation and shall constitute at least 10% of the area of the Land.

E. Specification of Fence

		Fence facing Road	Adjacent Neighbour Boundary Fence
Maximum fence height	:	2 m.	2 m.
Type of fence	:	Transparent.	Any Type

Footing shall not encroach upon the adjacent plot (See Attachment 4).

F. Building and Road Foundation

Soil investigation in the Land shall be conducted at Lessee's own cost and responsibility. The Lessee is also responsible for the bearing capacity of the Facilities and its ancillary structures in the Land.

G. Utilities Connection

The connection point of the Industrial Water and flow meter, Waste Water drainage, rain water drainage, telephone/facsimile and electricity shall be as shown in Attachment 1, 2, 5, 6 and 7-A, B & C respectively.

The internal road crossing of the power lines in the MIP shall be through the conduit provided by the Lessor under the road (See Attachment 7-C).

H. The Lessee's Facilities Construction Plan

Before any construction works start, the Lessee shall submit to the Lessor the Lessee's Facilities Construction Plan with all descriptions in English and indicating in detail the design of the Facilities covering the following:

a) Access road(s) and culvert,

b) Industrial Water connection and storage tank(s),

c) Waste Water sewer system and connection including Primary Waste Water Treatment Plant, if any,

d) Rain water drain system and connection,

e) Telephone/ facsimile line connection,

f) Location of boilers (if any), diesel and other fuel storage tanks,

g) Fire protection system(s),

h) Electric power connection and distribution system,

i) Fencing,

j) Office(s),

k) Factory(s),

l) Parking area(s),

m) Warehouse(s),

n) Cargo handling space(s),

o) Canteen(s), including kitchen(s),

p) Landscaping,

q) Garbage handling space.

r) Incinerator(s) (if any),

I. Parking Area

It is prohibited to park any vehicles in public areas, except in the designated public parking areas. The Lessee must provide proper parking areas for cars, buses, trucks, trailers, etc. in the Land.

J. Storage of Goods and Equipment in Open Areas

Any goods stored in open areas on the Land must be stored in an orderly manner so that they do not disturb the aesthetic appearance of the outside.

K. Cargo Handling Space

It is prohibited to load and/or unload any goods in public areas. The Lessee must provide cargo handling space(s) on the Land if it is necessary for its business.

L. Fire Prevention

The Lessee must provide sufficient fire extinguishing equipment or fire hydrants on the Land. Public fire hydrants are provided on the side of the roads by the Lessor.

M. Access Road Construction

The Lessee should obtain the prior approval of the Lessor before constructing any access road(s) to the Land. (See Attachment 8)

N. Preliminary Construction

The Lessee may commence the preliminary construction of the Facilities before obtaining the Approval Letter for Construction from the Lessor by giving a notice in writing to the not later than ten (10) days prior to the commencement of such preliminary construction, provided that the Lessee shall hold the Lessor harmless from any loss or damage arising from such preliminary construction including any claim, fine or punishment by the Government and that such preliminary construction shall be done in compliance with the Building Codes and the Construction Codes as much as practicable.

CHAPTER IX

CONSTRUCTION CODES

1. The Lessee shall submit to the Lessor, at least two (2) weeks prior to application for the Building Permit, the following:

   i) Facilities Construction Plan as described in Chapter VIII H and Construction Schedule,
   ii) Temporary Works Plan,
   iii) Heavy Equipment/ Materials Transportation Plan.

2. The Lessee, together with its contractor, after having provided to the Lessor the relevant application forms and drawings, shall invite the Lessor for joint on-site inspection and obtain approval from the Lessor prior to the following works;

   i) Connection of Industrial Water to the Land,
   ii) Connection of telephone/ facsimile line(s) to the Land,
   iii) Construction of access road(s) to the Land,
   iv) Construction of rain water drainage connecting to MIP's drainage,
   v) Connection of the Lessee's Waste Water pipe line to MIP's sewer line,
   vi) Connection of electric power to the Land,
   vii) Construction of any structures within the Building Setback Line,
   viii) Construction of any structures outside the Land (if any).

3. The Lessee shall control its contractor in order to satisfy the Conditions during the construction period;

4. The Lessee shall be obliged to inform its contractor of, and include in any contract made with the contractor, the following terms and conditions:

4.1. Security and Sanitary Control

   i) The contractor's employees should identify themselves, by means of a helmet, identity card, etc., whenever they enter into the MIP, in order to facilitate inspection;

   ii) The contractor shall provide sufficient temporary toilets in the proximity of the construction works in the Land;

   iii) The contractor shall prohibit the setting up of any business activities in the public areas, including the construction of small shops, etc.;

iv) The contractor shall take the proper measures necessary to prevent noise, vibration and soil dust.

v) The contractor shall prevent vehicles used for construction activities from discharging materials onto the road(s), especially soil, mud, etc. If such materials are discharged onto the road(s) by the contractor, the contractor shall immediately clean the road(s);

vi) The speed limit of vehicles inside the MIP is maximum 10 miles per hour (16 kilometres per hour);

vii) The contractor shall prevent fire related accidents by applying strict control on fires;

viii) The contractor shall regularly transport all waste materials from the MIP and shall not permit the accumulation of materials on the Land;

ix) The contractor shall take the proper measures necessary to prevent soil, sand, dirt, oil, waste water etc., from entering the rainwater ditches/ drainage systems.

4.2. Development Implementation Control

The Lessee will ensure the following:

i) The contractor shall consult with the Lessor regarding any underground work;

ii) The contractor shall implement the underground work only after informing all of the parties concerned, irrespective of the volume of the underground work;

iii) The contractor shall explain to the Lessor any construction works required;

iv) The contractor shall provide washdown point(s) for vehicles such as earth moving trucks, ready-mixed concrete trucks and material transport vehicles leaving the Land, either on the Lessee's Land or at such a place as shall be designated by the Lessor, in order to prevent the road from being dirtied;

v) The contractor shall carry out loading/ unloading of heavy materials or equipment inside the Lessee's Land, and not on public roads and areas within the MIP;

vi) The contractor shall guide heavy-transport vehicles directly to the Lessee's Land by simplifying the entry control system, and after giving prior notice to the Lessor, prevent parking activity en-route;

vii) The contractor shall immediately report to the Lessor any damage to public facilities/ utilities, caused by the contractor or the Lessee;

viii) The contractor shall demolish all temporary works immediately after the completion of the construction work;

ix) The contractor shall propose for the approval by the Lessor, the development of (an) access road(s) needed for construction activities.

4.3. Deposit

i) The Lessee shall cause the contractor to deposit with the Lessor, not later than seven (7) days prior to commencement of construction works, one percent (1%) of the total amount of the contract between the Lessee and contractor, but not less than US$ 5,000.00 (United States Dollars Five Thousand only), in order to secure costs of repairing any damage to the Infrastructure and other facilities of the MIP;

ii) The Lessor shall reimburse the deposit to the contractor, without interest, after the Lessor has confirmed the satisfactory completion of construction and deducted from the deposit the total estimated required cost of repairs to the Infrastructure and other facilities of the MIP, if any, such cost being solely determined by the Lessor.

CHAPTER X

ENVIRONMENTAL CODES

A. Environmental Standards

a) Waste Water

The Waste Water from the Lessee's Facilities shall fulfil the requirements determined by the Lessor as shown on Attachment 9. In the case where the Waste Water does not fulfil such requirements, the Waste Water must be processed at the Primary Waste Water Treatment Plant equipped by the Lessee prior to being discharged into the Waste Water drainage system of the MIP.

b) Waste Gas, Offensive Smell and Dust

Any Lessee producing gas, offensive smell and/ or dust shall be obliged to install suitable Air Pollution Prevention Devices, so that any discharge to the atmosphere shall fulfil the requirements determined by the Lessor (See Attachment 10 and 11) and/ or the Government.

c) Noise

Any Lessee producing noise shall be obliged to control such noise, in order to fulfil the requirements determined by the Lessor (See Attachment 12) and/ or the Government.

B. Environmental Impact Control

In order to control the environmental impact of the industrial activities, the Lessor and the Lessee shall be obliged to manage the activities in the MIP in accordance with the rules stated in the Environmental Management Plan and the Environmental Monitoring Plan which include the following items:

a) Environmental Management Plan to be carried out by the Lessor during the estate construction phase shall include the following:

i) Construction of protection works in order to prevent soil erosion of the dike;

ii) Construction of drainage ditches in order to intercept rainwater run-off;

iii) Construction of the Waste Water Treatment Plant for the Waste Water and domestic sewerage system;

iv) Construction of roads and parking areas in accordance with the prevailing pavement standards in the Union of Myanmar;

v) Immediate implementation of a planting programme, particularly alongside the estate roads, and designating the minimum green open space which shall constitute 10% of the estate area;

vi) Instruct construction contractors to pay attention to the control of soil dust and noise in the performance of their works;

b) Environmental Management Plan to be carried out by the Lessor during the estate operation phase shall include the following:

i) The effective maintenance of roads and water ditches on the estate;

ii) The operation of the Waste Water Treatment Plant that is used to process the Waste Water produced by the industrial and non-industrial activities of the Lessees in the MIP. Such Waste Water shall be supplied to the Waste Water Treatment Plant through the MIP's Waste Water drainage system;

iii) The co-ordination of garbage disposal contractors to clean public garbage daily;

iv) The maintenance of the landscape in public spaces;

v) The effective control of security and order at the MIP in co-ordination with the security units of the Lessee and the police.

c) Environmental Management Plan to be carried out by the Lessee during the Facilities construction phase shall include the following:

i) Designing and implementing the construction on the Land in compliance with regulations on Building Setback Line, Building Coverage, Building Height Control and green open spaces as determined herein.

ii) The construction of roads, parking and cargo handling areas in accordance with the prevailing pavement standards in the Union of Myanmar.

iii) Take proper measures necessary to prevent from noise, vibration and soil dust.

iv) The immediate carrying out of planting in all green open spaces with trees, shrubs and grass;

d) Environmental Management Plan to be carried out by the Lessee during the industrial operation phase shall include the following:

i) The processing of waste gas, offensive smell and the prevention/ reduction of noise (if required) in accordance with the requirements of the Lessor and/ or the Government.

ii) The processing of the Waste Water, if the quality does not comply with the requirements determined by the Lessor and/ or the Government.

iii) The management of Toxic and/ or Hazardous Substances (if any) in accordance with the requirements of the Lessor and / or the Government;

C. Environmental Monitoring Plan
(See Attachment 9)

a) Environmental Monitoring Plan to be carried out by the Lessor during the estate construction phase shall include the following:

i) Monitoring drainage, the possibilities of soil erosion and water retention;

ii) Monitoring the ambient air quality;

iii) Monitoring planting, after the completion of a part of construction;

b) Environmental Monitoring Plan to be carried out by the Lessor during the estate operation phase shall include the following:

i) Monitoring the drainage system regularly, especially during rainy season;

ii) Monitoring the ambient air quality in the MIP regularly, and in any suspected cases of non compliance with the requirements;

iii) Monitoring noise levels regularly, and in any suspected cases of non compliance with the requirements;

iv) Monitoring the quality of the Waste Water discharged by the Lessee at the monitoring pit regularly, in order to confirm compliance with the quality standards determined in the Attachment 9 of the Conditions;

v) Monitoring the quality of the Waste Water discharged from the Waste Water Treatment Plant regularly, in order to confirm compliance with the quality standards determined by the Lessor and/ or the Government;

vi) Monitoring the condition of vegetation in the green open space regularly, in order to maintain such vegetation in good condition;

c) Environmental Monitoring Plan to be carried out by the Lessee during the Facilities construction phase shall include the following:

i) Monitoring noise and air quality resulting from construction, in order to confirm compliance with quality standards determined by the Lessor and/ or the Government (See Attachment 10, 11 & 12);

d) Environmental Monitoring Plan to be carried out by the Lessee during the Facilities operation phase shall include the following:

i) Monitoring the results of waste gas and noise prevention/ reduction management and reporting the results to the Lessor once a month (See Attachment 10, 11 & 12);

ii) Monitoring the function of all drainage (Waste Water, sewerage and rainwater) once a month;

iii) Monitoring the result of garbage disposal management in order to ensure good sanitation (monthly inspection/ observation) ;

iv) Monitoring the result of temporary handling of Toxic and/ or Hazardous Substances (if any) and reporting the result to the Lessor once a month.

v) Monitoring the maintenance of vegetation in the green open space regularly in order to retain its good condition;

D. Environmental Management in the Facilities

a) The Lessee shall be obliged to provide:

i) Canteens for employees;

ii) The number of sanitary facilities in accordance with the standards of the authorities concerned (See Attachment 13);

iii) Air ventilation requirements shall be fulfilled during the Lessee's industrial operations (See Attachment 14).

CHAPTER XI

SANCTION CODES

1. Any Lessee violating any of the Environmental Standards regarding the handling of Toxic and Hazardous Substances and/ or others shall be subject to sanction as specified by the Government.

2. In the case of delayed payment of the Management Fees, Utilities Charges and/ or Service Fees, interest shall be imposed at the rate of eighteen percent (18 %) per year.

3. Any Lessee failing to report results of the Waste Water quality monitoring to the Lessor shall be subject to the following:

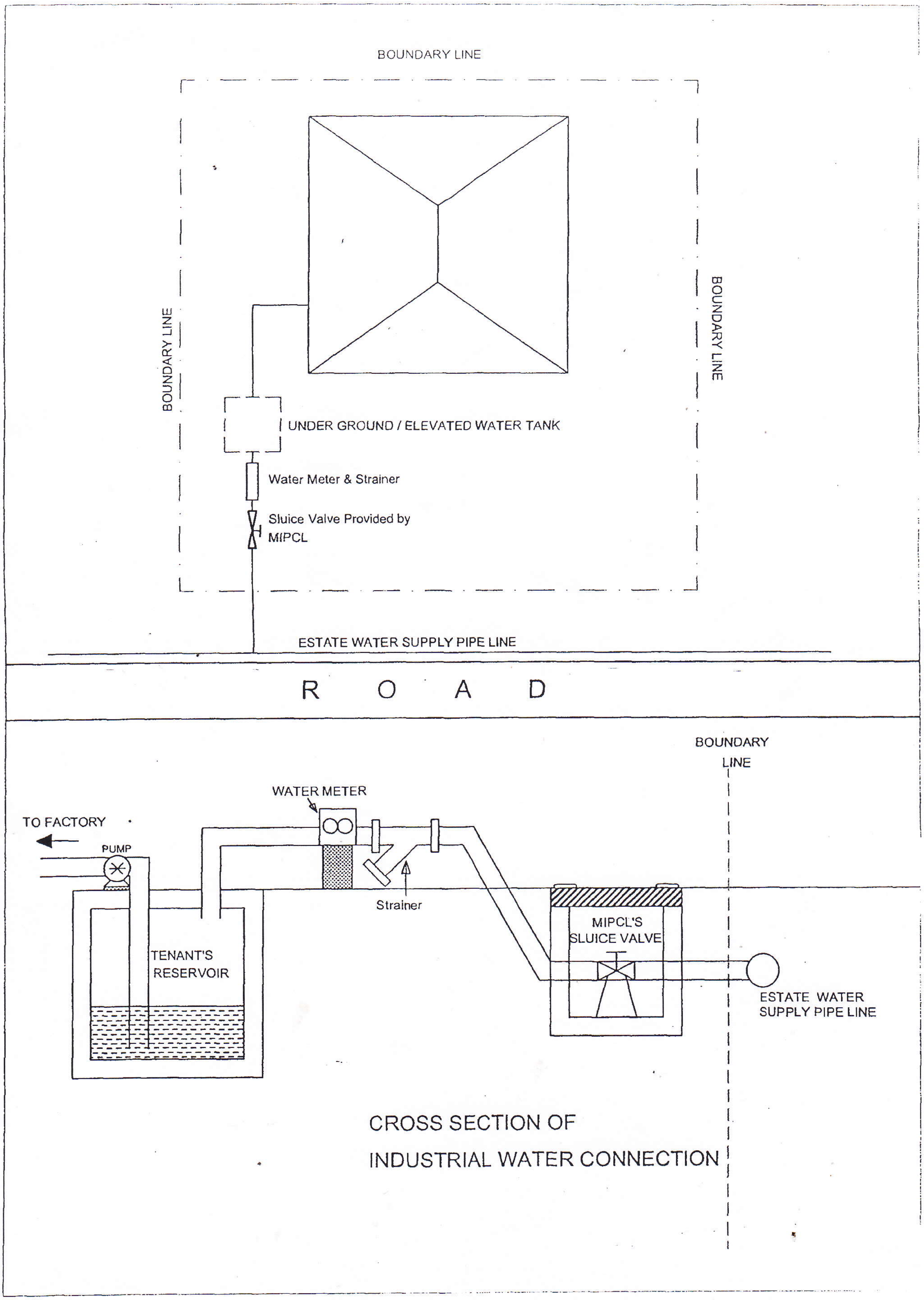
   i) Three (3) written warnings;

   ii) Closure of the Lessee's Waste Water outlet and Industrial Water supply pipe, if the Lessee fails to heed the above warnings.

4. Any Lessee failing to meet the Waste Water quality standard, as required by the Lessor, and/ or the Government, shall be given a period of one week to improve the Waste Water quality. If the Lessee still fails to comply with such required standards, the Lessee's Waste Water outlet and Industrial Water supply pipe shall be subject to closure.

INDUSTRIAL WATER CONNECTION

ATTACHMENT 1

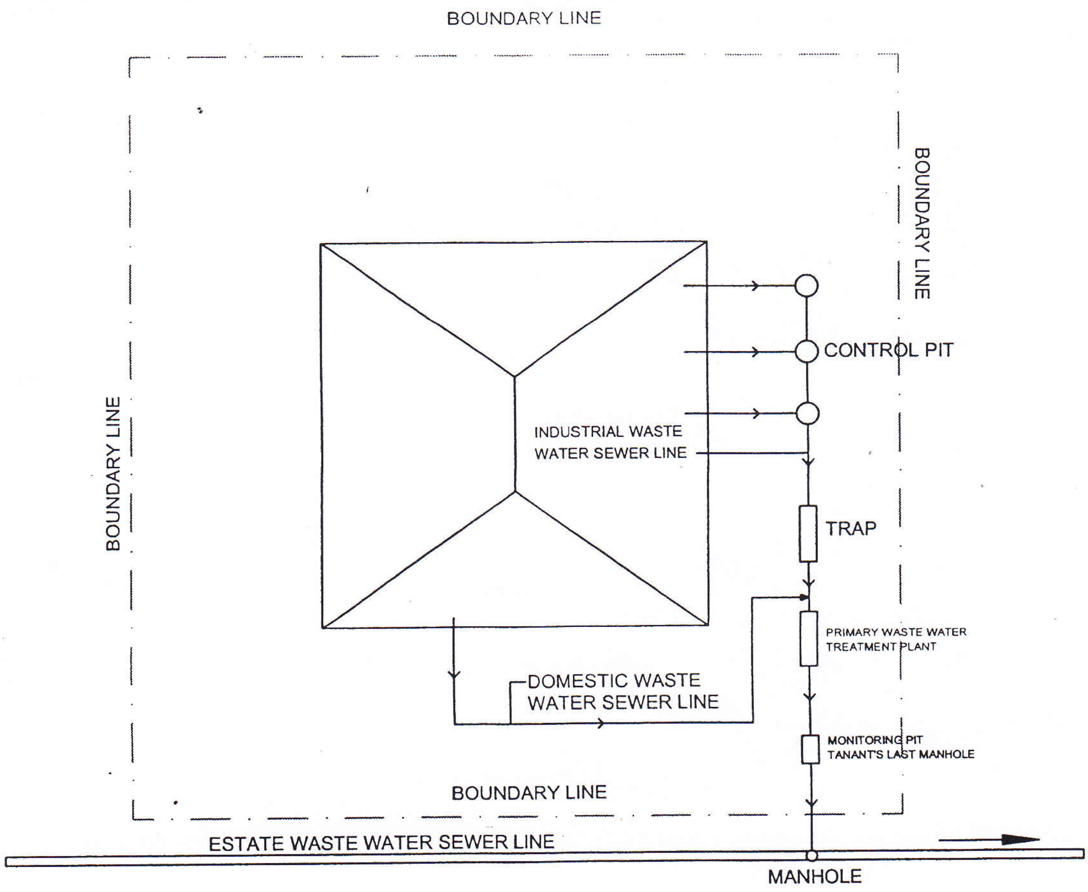


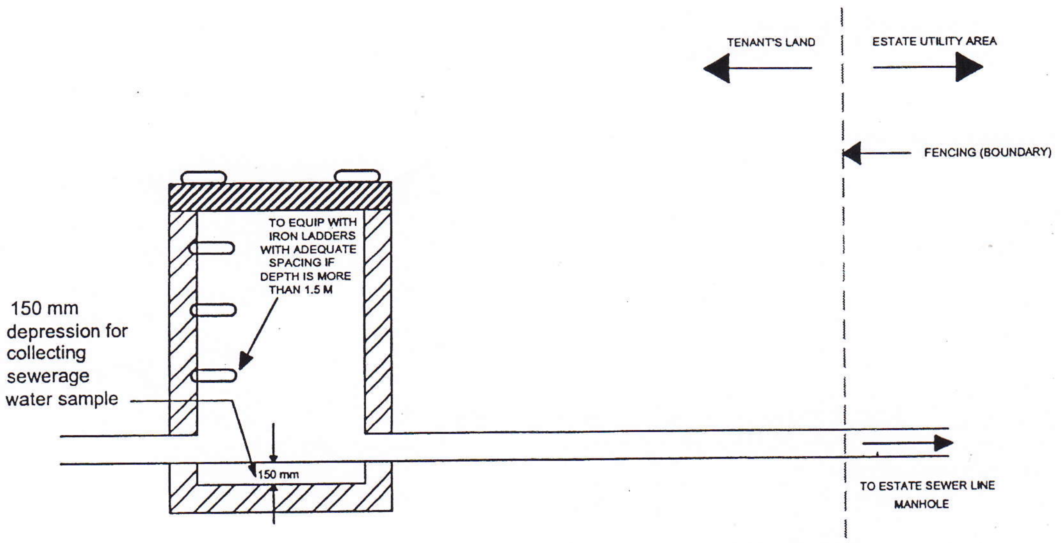
CROSS SECTION OF

INDUSTRIAL WATER CONNECTION

ATTACHMENT 2

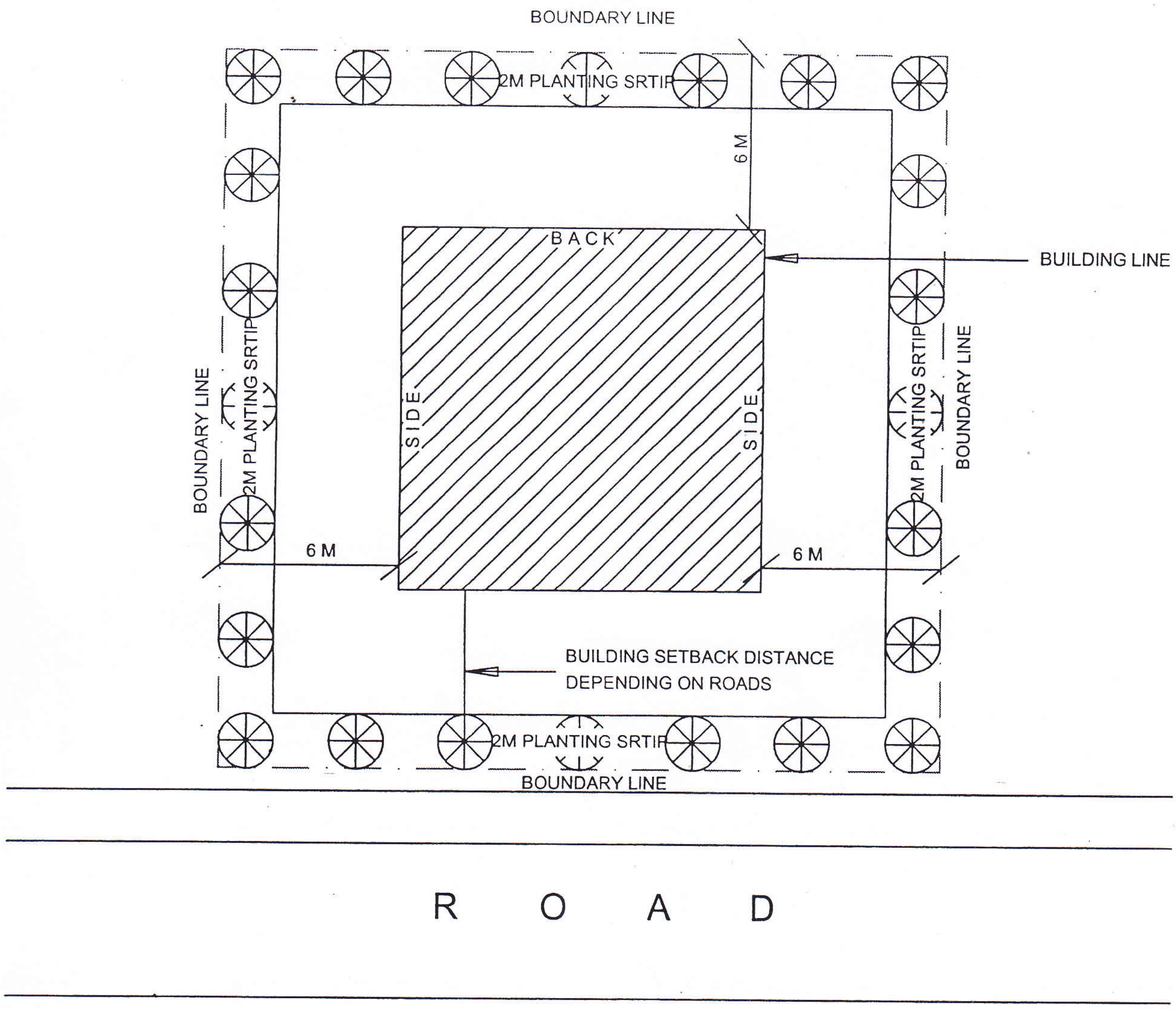
WASTE WATER SEWER SYSTEM REQUIREMENT





CROSS SECTION OF THE MONITORING PIT(TENANT'S LAST MANHOLE)

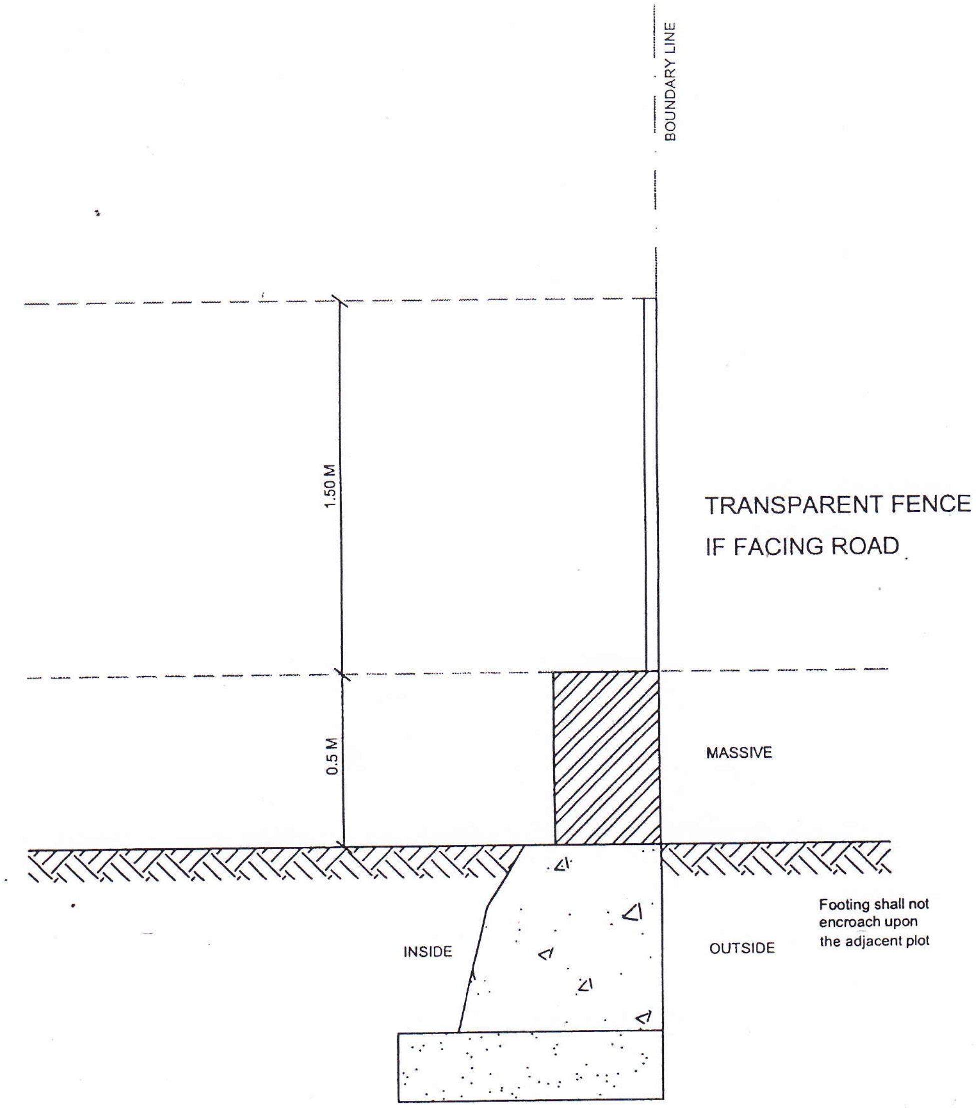
BUILDING SETBACK LINE / GREEN OPEN SPACE REGULATION / BUILDING HEIGHT CONTROL



HIGHWAY NO.3 SETBACK	= 20 m
ARTERIAL ROAD SETBACK	= 15 m
SECONDARY ROAD SETBACK	= 10 m
NEIGHBOURING LOT SIDE SETBACK	= 6 m
MAXIMUM BUILDING COVERAGE	= 60%
MAXIMUM HEIGHT CONTROL	= 18 m
GREEN AREA	= 10%

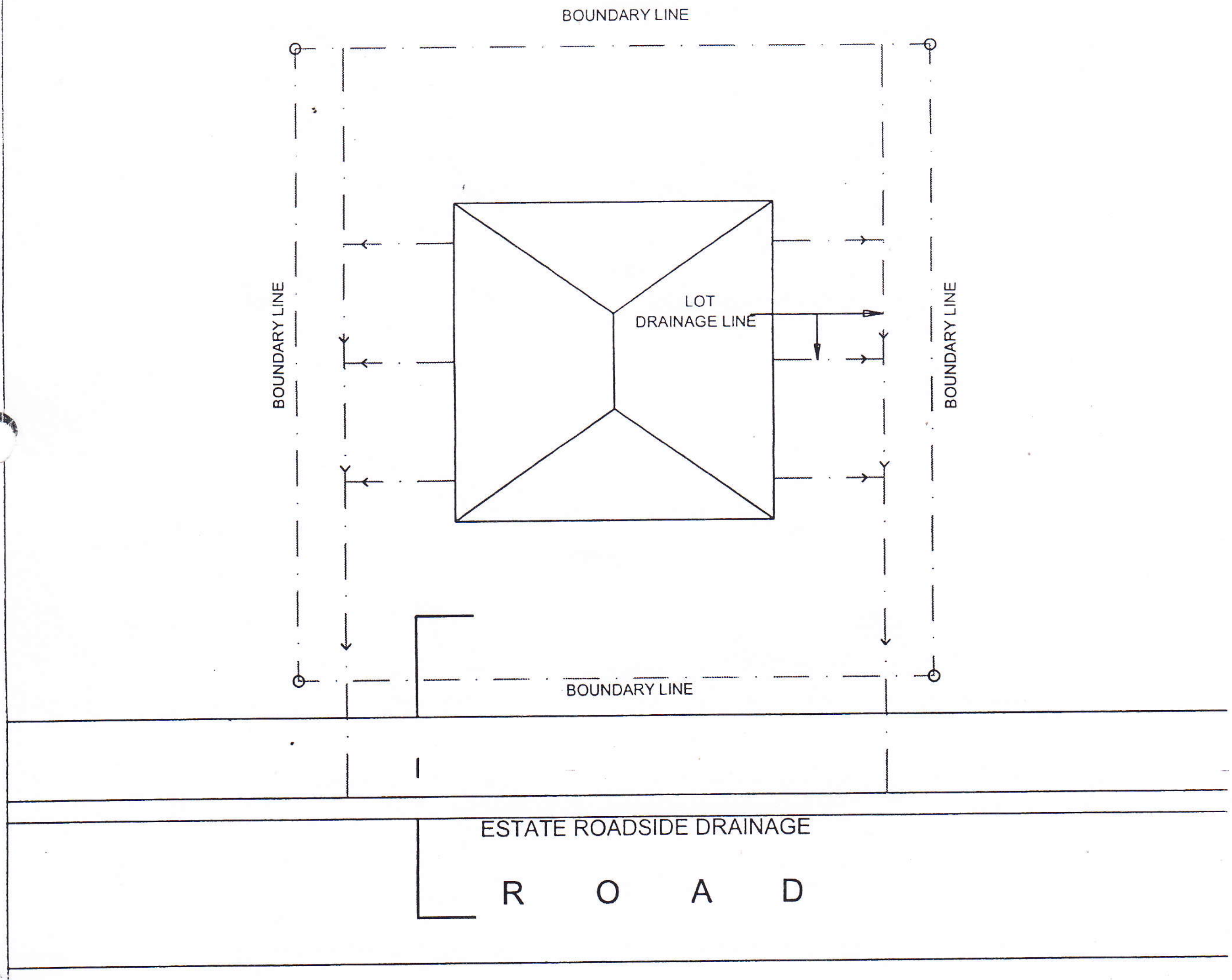
ATTACHMENT 4

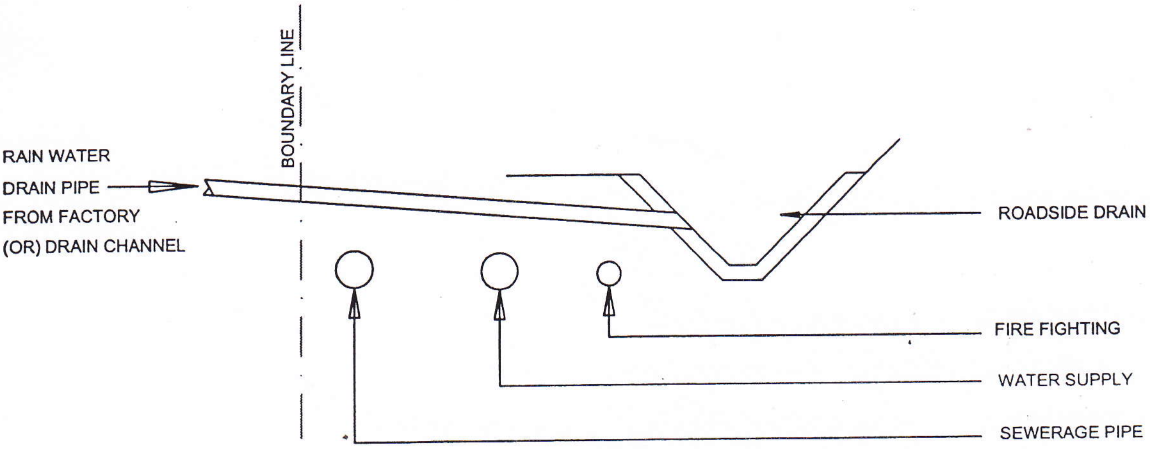
BOUNDARY FENCING REQUIREMENT



SECTION OF FENCE

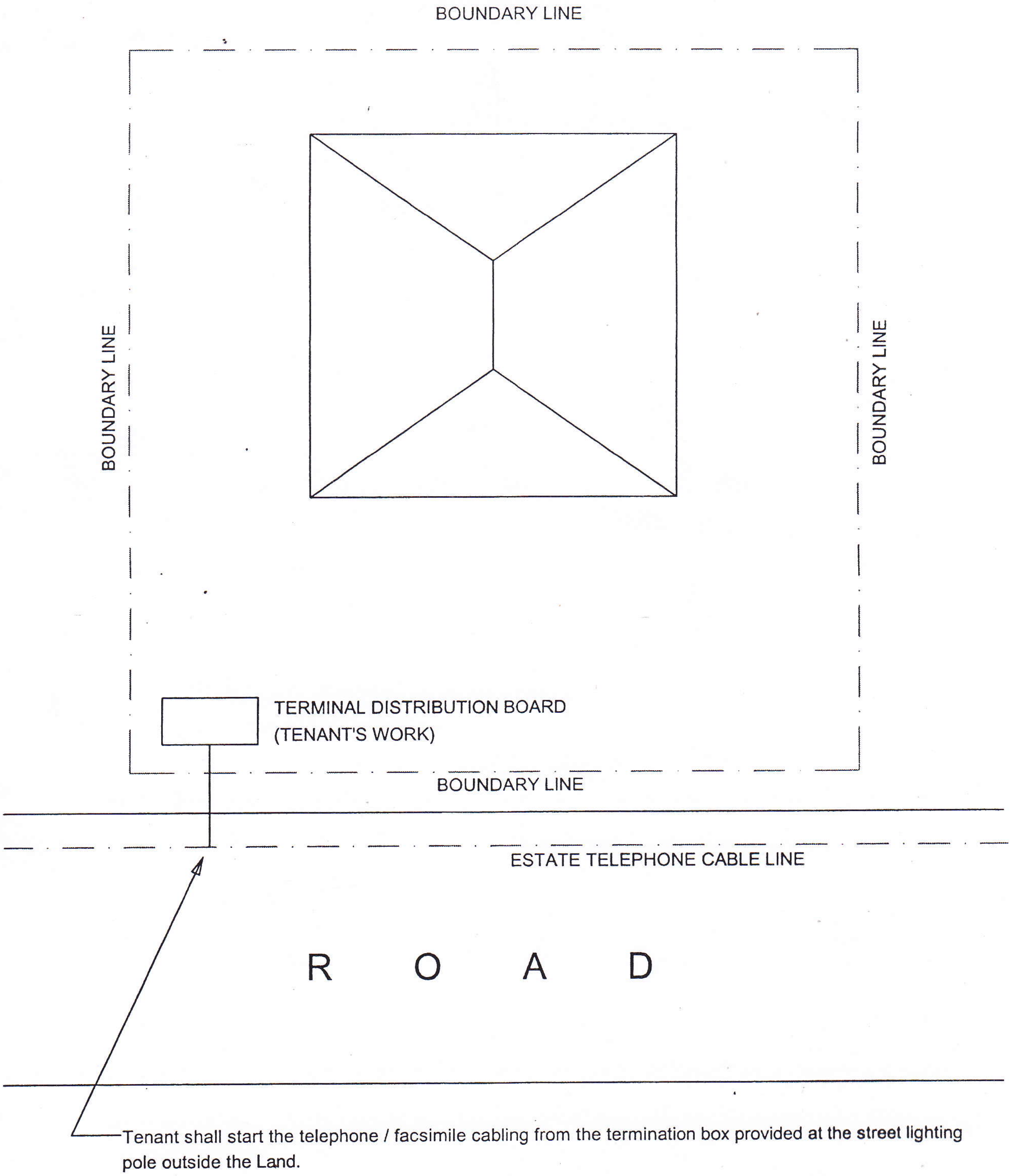
RAIN WATER DRAINAGE REQUIREMENT



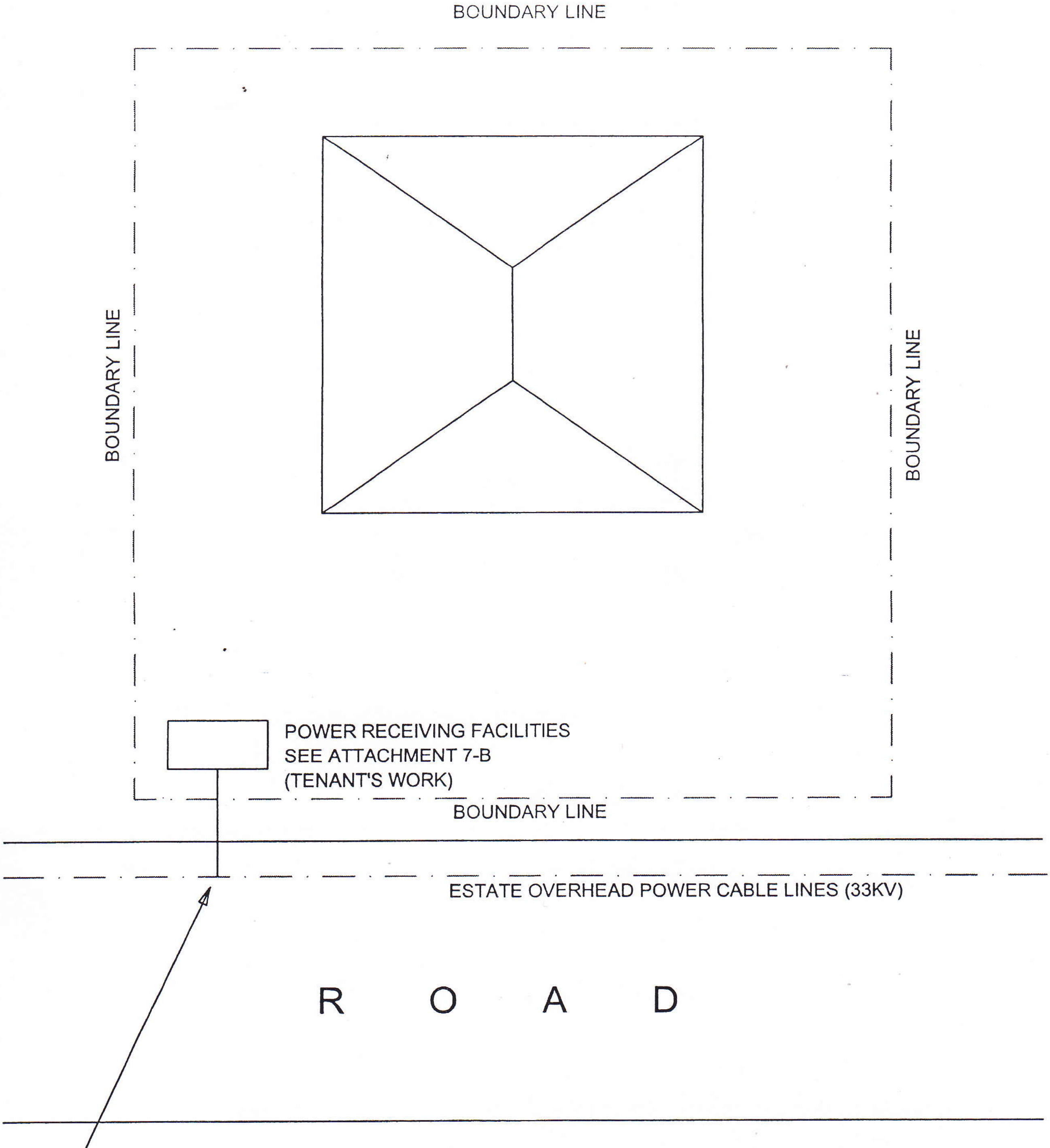


CROSS SECTION OF DRAINAGE SYSTEM

TELEPHONE / FACSIMILE CONNECTION



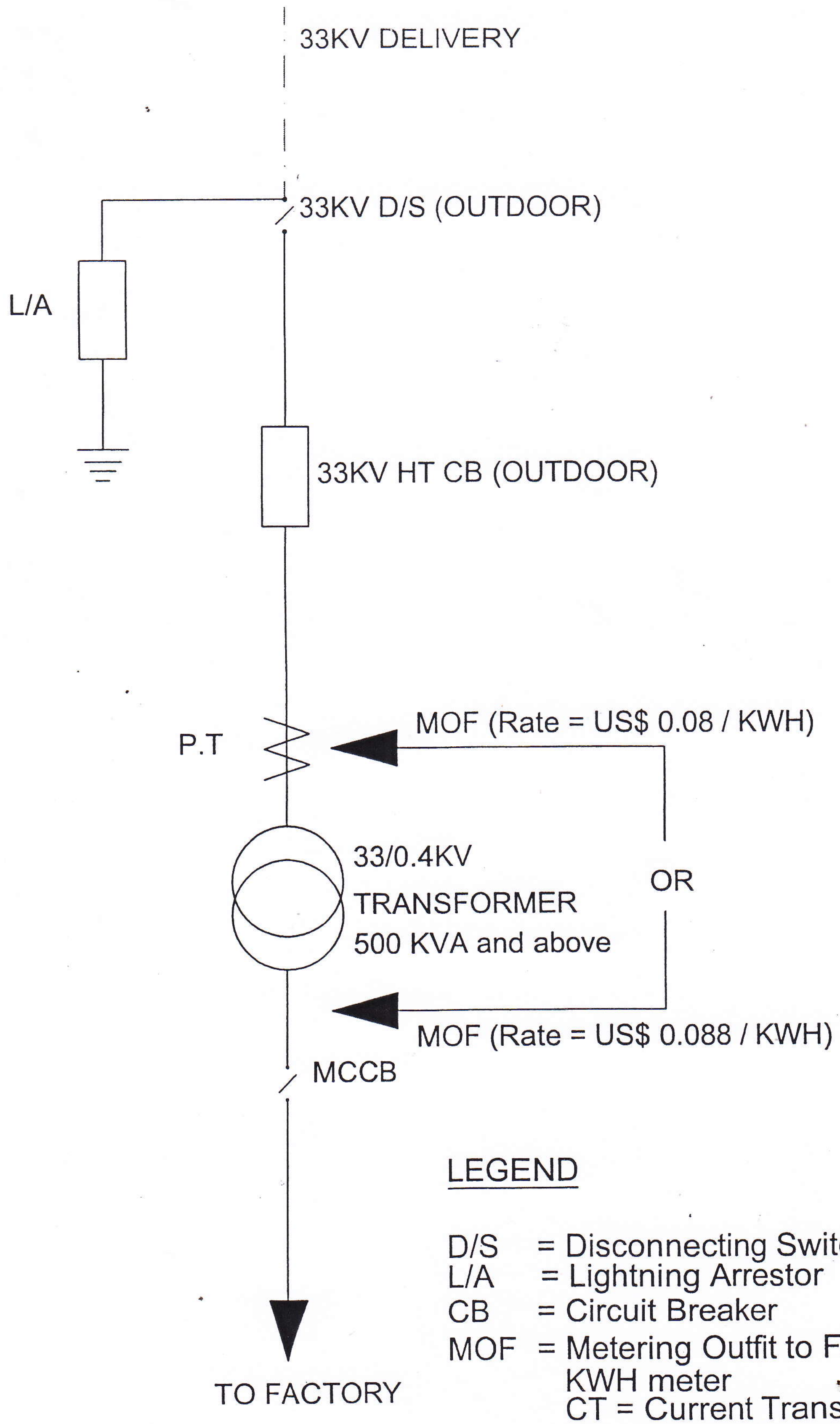
ELECTRICITY CONNECTION



Tenant shall start the 33KV line connection from one of the 33KV poles located outside the Land.
Tenant shall take this work by giving contract to electrical installation company and getting permit from electric power authority.

ATTACHMENT 7B-1

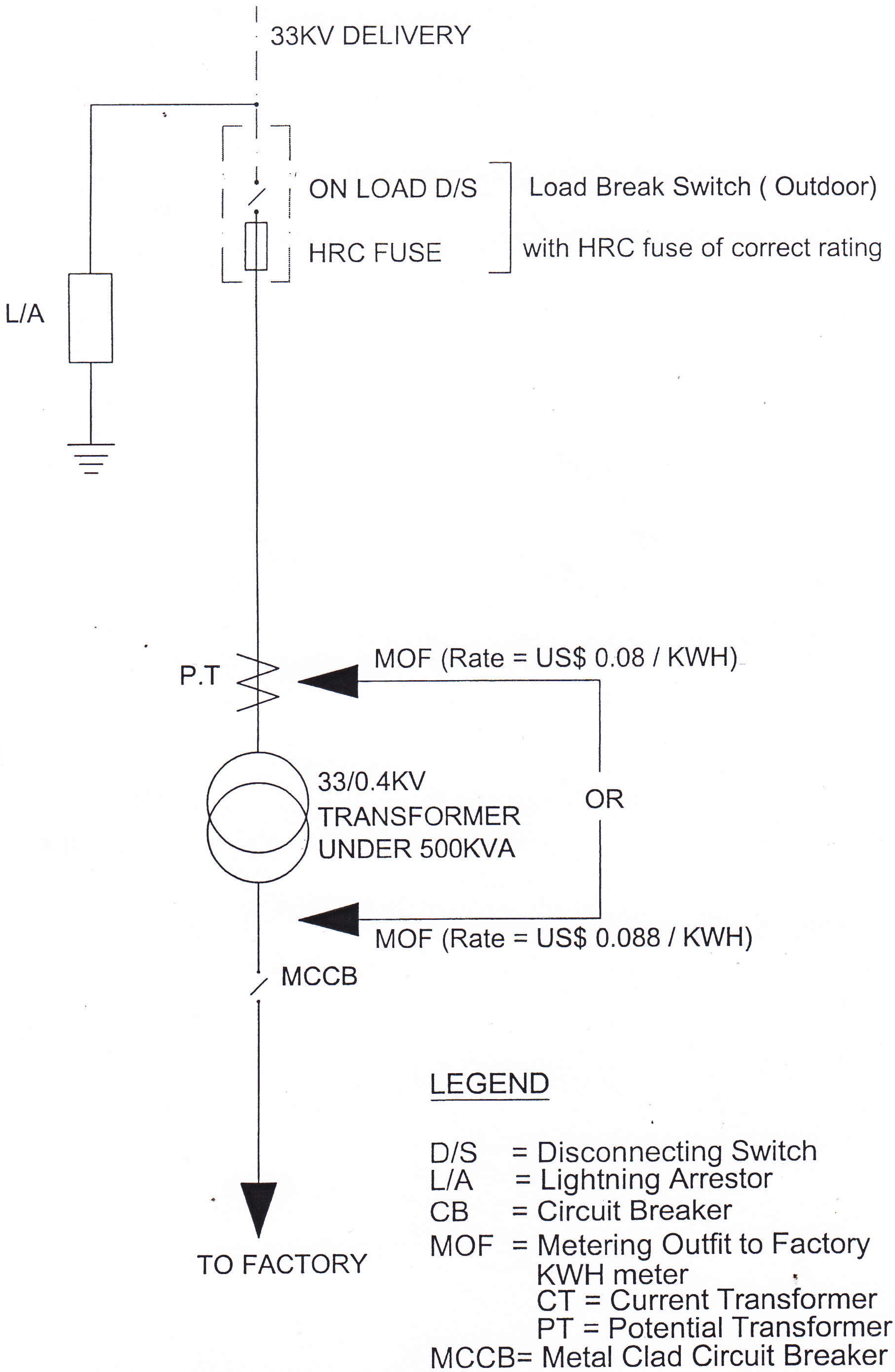
ELECTRICITY RECEIVING REQUIREMENT (For Transformer 500KVA and above)



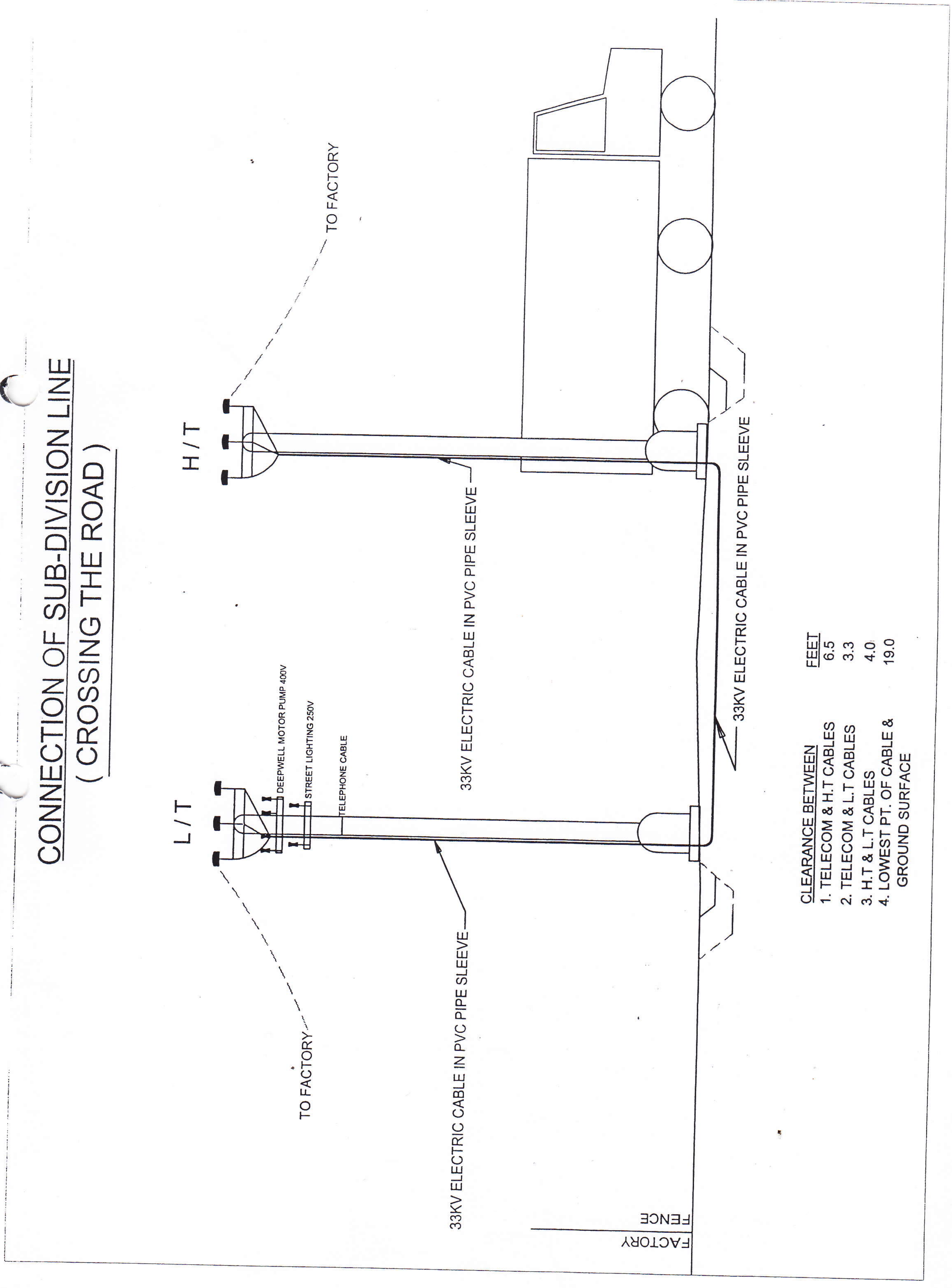
LEGEND

D/S = Disconnecting Switch
L/A = Lightning Arrestor
CB = Circuit Breaker
MOF = Metering Outfit to Factory
KWH meter
CT = Current Transformer
PT = Potential Transformer
MCCB= Metal Clad Circuit Breaker

ELECTRICITY RECEIVING REQUIREMENT (For Transformer Size under 500KVA)



CONNECTION OF SUB-DIVISION LINE
(CROSSING THE ROAD)



CLEARANCE BETWEEN	FEET
1. TELECOM & H.T CABLES	6.5
2. TELECOM & L.T CABLES	3.3
3. H.T & L.T CABLES	4.0
4. LOWEST PT. OF CABLE & GROUND SURFACE	19.0

ATTACHMENT 9

WASTE WATER QUALITY CRITERIA

PARAMETER		UNIT	MAXIMUM ALLOWABLE LIMIT
PHYSICAL			
Temperature		°C	35
Dissolved Solids		mg/l	1000
Suspended Solids		mg/l	200
CHEMICAL			
pH		units	6-9
Iron	(Fe)	mg/l	5
Manganese	(Mn)	mg/l	0.5
Zinc	(Zn)	mg/l	5
Copper	(Cu)	mg/l	0.5
Chromium Hexav	(Cr)	mg/l	0.1
Cadmium	(Cd)	mg/l	0.01
Total Mercury	(Hg)	mg/l	0.005
Boron	(B)	mg/l	1
Nikel	(Ni)	mg/l	0.1
Phosphate	(PO_4-P)	mg/l	1
PCB		mg/l	0.003
Lead	(Pb)	mg/l	0.1
Arsenic	(As)	mg/l	0.05
Selenium	(Se)	mg/l	0.01
Cyanide	(Cn)	mg/l	0.02
Sulphur	(S)	mg/l	0.01
Fluorine	(F)	mg/l	1.5
Chlorine	(Cl_2)	mg/l	1
Chloride	(Cl)	mg/l	600
Sulphate	(SO_4)	mg/l	400
Free Ammonia	(NH_3-N)	mg/l	0.5
Nitrate	(NH_3-N)	mg/l	10
Nitrite	(NO_2-N)	mg/l	1
Oxygen Demand			
Biology	(BOD)	mg/l	240
Chemical	(COD)	mg/l	500
Blue Active Compound			
Methylene (Mixed Active Methyl Blue)		mg/l	0.5
Phenol		mg/l	0.002
Vegetable Oil & Fats		mg/l	30
Mineral Oil (Hydrocarbon)		mg/l	10
MBAS (Detergent)		mg/l	0.5
Radioactivity*			

Note: 1. Radioactivity* concentration follows the valid regulations.
2. No substances constituting an obstacle to the biological treatment process shall be included.

ATTACHMENT 10

AMBIENT AIR QUALITY CRITERIA

PARAMETER	AVERAGE TIME IN	PRIMARY		SECONDARY		INFO
		MIN	MAX	MIN	MAX	
CARBON MONOXIDE (CO)	1 hour 3 hour 8 hour 1 year	-	$10\ mg / m^3$			
NITROGEN DIOXIDE (NO_2)	1 hour 3 hour 8 hour 24 hour 1 year	-	$100\ \mu g / m^3$	-	$100\ \mu g / m^3$ (0.05 ppm)	
SULPHUR DIOXIDE (SO_2)	1 hour 3 hour 8 hour 24 hour 1 year	- - - - -	- - - $265\ \mu g / m^3$ (0.14 ppm) $80\ \mu g / m^3$ (0.03 ppm)	- - - - -	$1360\ \mu g / m^3$ (0.5 ppm) $260\ \mu g / m^3$ $60\ \mu g / m^3$	
HYDROGEN SULPHIDE (H_2S)	1 hour 3 hour 8 hour 24 hour 1 year	-	$24\ \mu g / m^3$ (0.21 ppm)			
HYDROCARBON	1 hour 3 hour 8 hour 24 hour 1 year	-	$160\ \mu g / m^3$ (0.21 ppm)	-	$160\ \mu g / m^3$ (0.21 ppm)	
DUST	1 hour 3 hour 24 hour 1 year	-	$260\ \mu g / m^3$ $75\ \mu g / m^3$	-	$150\ \mu g / m^3$ ($60\ \mu g / m^3$)	
LEAD (Pb)	30 days	-	$1.5\ \mu g / m^3$ $0.06\ \mu g / m^3$	-		
AMMONIA (NH_3)	24 hour	-	2 ppm			
OXIDANTS	1 hour		$160\ \mu g / m^3$ (0.08 ppm)	-	$160\ \mu g / m^3$ (0.08 ppm)	

ATTACHMENT 11

EMISSION QUALITY CRITERIA

Pollution	Emission Criteria	Units (g / Nm^3)
Smoke	All incineration Centers	Ringelman No. 2 shall not exceed more than 5 min / hr
Solid material	Process in industry	0.20 g / m^3 (after correction towards p 12% CO_2)
H_2SO_4 - SO	ditto	0.10 g / Nm^3 as HP SO_3
Compounds of: Fluorine	ditto	0.10 g / Nm^3 as HP
HCl	ditto	0.20 g / Nm^3 as HCl
Cl_2	ditto	0.10 g / Nm^3 as Cl_2
H_2S	ditto	5 ppm as H_2S
NO_2	ditto	2.0 g / Nm^3 as NO_2
CO	ditto	1.0 g / Nm^3 as CO
Cu	ditto	0.02 g / Nm^3 as Cu
Pb	ditto	0.02 g / Nm^3 as Pb
As	ditto	0.02 g / Nm^3 as As
Sb	ditto	0.01 g / Nm^3 as Sb
Cd	ditto	0.01 g / Nm^3 as Cd
Hg	ditto	0.01 g / Nm^3 as Hg

ATTACHMENT 12

NOISE LEVEL CRITERIA

I The threshold value for Noise in working-places is determined at 85 dBA.

II The threshold values for adjacent community / industrial areas are divided into three areas / regions.

II.1 Hospital, Nursing Place areas
- II.1.1 At night must not exceed 35 dBA.
- II.1.2 Morning and afternoon must not exceed 40 dBA.
- II.1.3 Midday must not exceed 45 dBA.

II.2 Housing areas
- II.2.1 At night must not exceed 40 dBA.
- II.2.2 Morning and afternoon must not exceed 45 dBA.
- II.2.3 Midday must not exceed 50 dBA.

II.3 Shopping complex, road and factory areas
- II.3.1 At night must not exceed 50 dBA.
- II.3.2 Morning and afternoon must not exceed 55 dBA.
- II.3.3 Midday must not exceed 60 dBA.

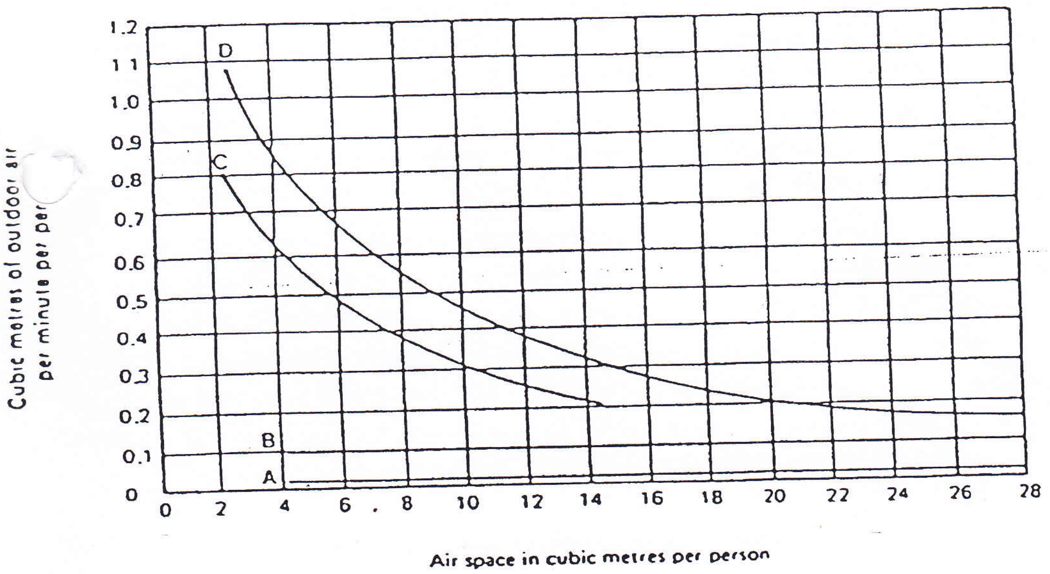
ATTACHMENT 13

REQUIREMENTS ON SANITARY CONVENIENCES AND WASHING FACILITIES

Categories of places	No. of sanitary facilities				
	Female		Male		
	Wc	Wb	Wc	Ur	Wb
The sanitary requirements should be provided in accordance to the floor area or the number of workers, whichever is greater.					
a. By Area					
For the first 500 m^2	1	2	1	2	2
501 m^2 - 1000 m^2	2	3	2	4	3
1001 m^2 - 2000 m^2	3	5	3	6	5
For every additional 1000 m^2 in excess of 2,000 m^2	1	2	1	2	2
b. By No. of Workers					
Male workers up to 25			1	2	2
26 - 50 workers			2	3	3
51 - 100 workers			3	5	5
Every 50 in excess of 100 workers			1	2	1
Female workers up to 20	1	1			
21 - 40 workers	2	2			
41 - 70 workers	3	3			
71 - 100 woekers	4	4			
101 - 140 workers	5	5			
141 - 180 workers	6	6			
Every 40 in excess of 180 workers	1	1			
c. Showers					
For every 25 workers - 1 shower					

Wc = water closet
Wb = wash basin
Ur = urinal 600 mm is taken as 1 unit

VENTILATION REQUIREMENTS



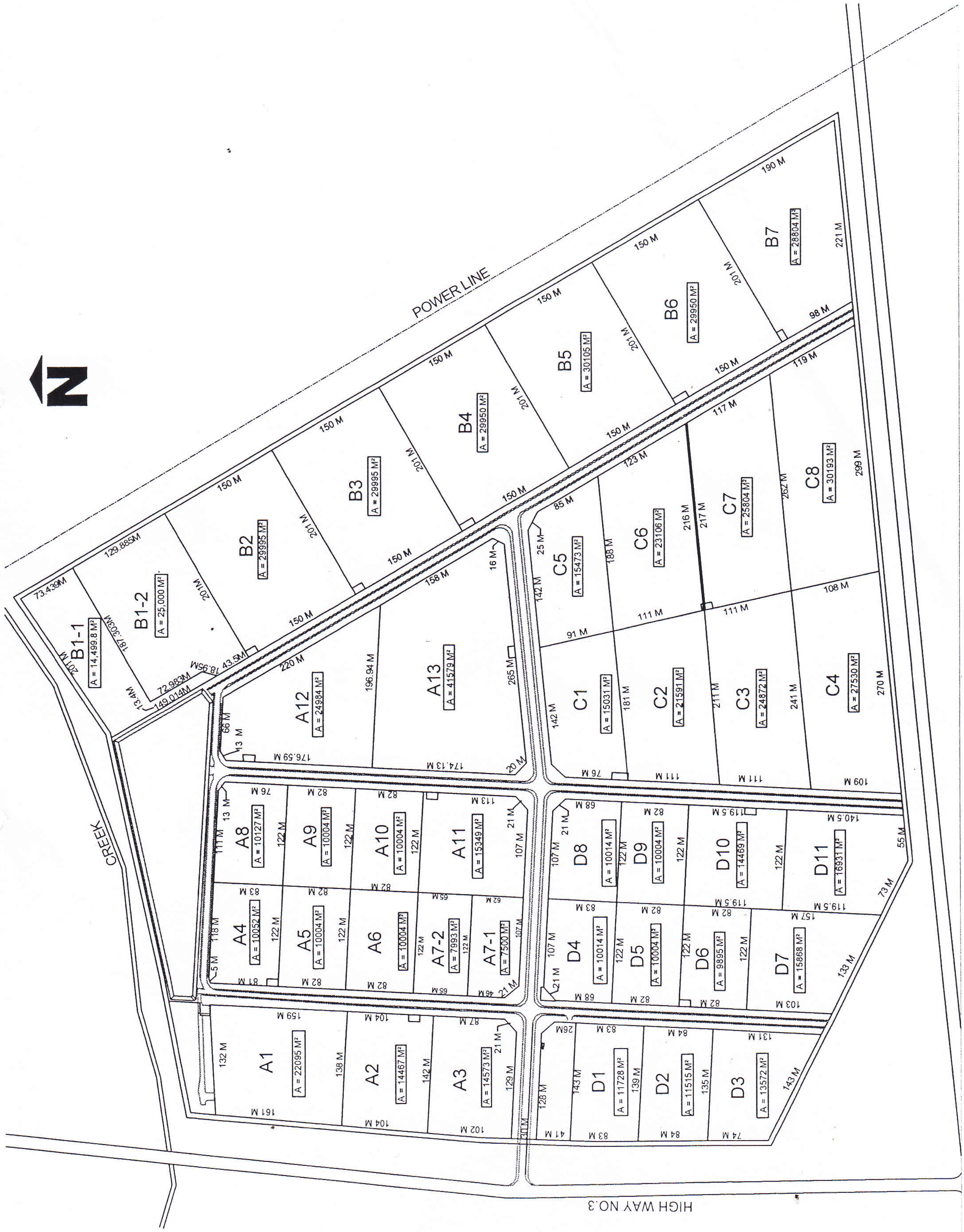
A Air required to provide necessary oxygen content

B : Air required to prevent CO_2 concentrations from rising above 0.5 per cent

C : Air required to remove objectionable body odors on sedentary adults

D Data in curve C increased by 50% (and projected) to allow for moderate physical activity

EXHIBIT A



N
POWER LINE
CREEK
HIGH WAY NO.3
B1-1
A = 14,499.8 M²
B1-2
A = 25,000 M²
B2
A = 29995 M²
B3
A = 29995 M²
B4
A = 29950 M²
B5
A = 30105 M²
B6
A = 29950 M²
B7
A = 28804 M²
A12
A = 24984 M²
A13
A = 41579 M²
C5
A = 15473 M²
C6
A = 23106 M²
C7
A = 25804 M²
C8
A = 30193 M²
C1
A = 15031 M²
C2
A = 21591 M²
C3
A = 24872 M²
C4
A = 27530 M²
A8
A = 10127 M²
A9
A = 10004 M²
A10
A = 10004 M²
A11
A = 15349 M²
A4
A = 10052 M²
A5
A = 10004 M²
A6
A = 10004 M²
A7-2
A = 7993 M²
A7-1
A = 7500 M²
D8
A = 10014 M²
D9
A = 10004 M²
D10
A = 14469 M²
D11
A = 16931 M²
D4
A = 10014 M²
D5
A = 10004 M²
D6
A = 9895 M²
D7
A = 15868 M²
A1
A = 22095 M²
A2
A = 14467 M²
A3
A = 14573 M²
D1
A = 11728 M²
D2
A = 11515 M²
D3
A = 13572 M²

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

ဝီလီယံ (မြန်မာ) အင်ဒတ်စရီရယ် **ကုမ္ပဏီ လီမိတက်**

၏

သင်းဖွဲ့မှတ်တမ်း

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၁။ **ကုမ္ပဏီ၏** အမည်သည် " ဝီလီယံ (မြန်မာ) အင်ဒတ်စရီရယ် **ကုမ္ပဏီ လီမိတက်** " ဖြစ်ပါသည်။

၂။ **ကုမ္ပဏီ၏** မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါအတိုင်း ဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် US$ ၁၀,၀၀၀,၀၀၀ /-(အမေရိကန်ဒေါ်လာ သန်း ငါး ဆယ် တိတိ) ဖြစ်၍ US$ ၁,၀၀၀/-(အမေရိကန်ဒေါ်လာ တစ်ထောင် တိတိ) တန် အစုရှယ်ယာပေါင်း (၁၀,၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကိုကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသော တရားဥပဒေပြဋ္ဌာန်းချက်များနှင့် အညီ အထွေထွေ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့် နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

ဝီလီယံ (မြန်မာ) အင်ဒတ်စရီရယ် **ကုမ္ပဏီ လီမိတက်**

၏

သင်းဖွဲ့စည်းမျဉ်းများ

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၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲ ပထမ ဇယားပုံစံ 'က' ပါစည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့်အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့်မသက်ဆိုင်သောကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည် အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါ သတ်မှတ်ချက်များသည် အကျိုးသက်ရောက်စေရမည်။

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏ အစုရှင် အရေအတွက်ကို ငါးဆယ်အထိသာကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ်) တစ်ခုခုအတွက်ငွေထည့်ဝင်ရန် အများပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်။

မ,တည်ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် US$ ၅၀,၀၀၀,၀၀၀ /-(အမေရိကန်ဒေါ်လာသန်း ငါးဆယ် တိတိ)ဖြစ်၍ US$၁,၀၀၀ /-(အမေရိကန်ဒေါ်လာတစ်ထောင် တိတိ)တန် အစုရှယ်ယာပေါင်း (၅၀,၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင်တည်ဆဲဖြစ်နေသောတရားဥပဒေပြဋ္ဌာန်းချက်များနှင့် အညီ အထွေထွေသင်းလုံးကျွတ်အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှုအောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက်အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်း တို့ကိုဆောင်ရွက်နိုင်သည်။

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

WILLIAM (MYANMAR) INDUSTRIAL **COMPANY LIMITED**

❖ ❖ ❖ ❖ ❖ ❖ ❖

I. The name of the Company is WILLIAM (MYANMAR) INDUSTRIAL COMPANY LIMITED.

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorised capital of the Company is US$ 50,000,000/- (American Dollar Fifty Million Only) divided into (50,000) shares of US$ 1,000 /- (American Dollar One Thousand Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

OF

WILLIAM (MYANMAR) INDUSTRIAL **COMPANY LIMITED**

❖ ❖ ❖ ❖ ❖ ❖ ❖

1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect: -

(a) The mumber of the Company , exclusive of persons who are in the employment of the Company, shall be limited to fifty.

(b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.

CAPITAL AND SHARES

3. The authorised capital of the Company is US$ 50,000,000/- (American Dollar Fifty Million Only) divided into (50,000) shares of US$ 1,000 /- (American Dollar One Thousand Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

စက်မှုလက်မှုနှင့်ထုတ်လုပ်မှုလုပ်ငန်း ရည်ရွယ်ချက်

၁။ နိုင်ငံတော်အစိုးရက ခွင့်ပြုထားသော အောက်ဖော်ပြပါကုန်ပစ္စည်းများကို ထုတ်လုပ်ခြင်း၊ စိုက်ပျိုးခြင်း၊ ကြိတ်ခွဲခြင်းနှင့်ပြုပြင်ခြင်းစသည့်လုပ်ငန်းများ ဆောင်ရွက်ရန်အတွက်မိမိတစ်ဦးတည်းဖြစ်စေ မည်သည့်ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်များနှင့်ဖက်စပ်၍ဖြစ်စေ လက်ခစား (စီအမ်ပီ) စနစ်ဖြင့် လုပ်ကိုင်ရန်။

သတို့သမီးဝတ်စုံ၊ အထည်သား နှင့် အဝတ်အထည် အသုံးအဆောင် ပစ္စည်းများအား လက်ခစားဖြင့် ထုတ်လုပ်ခြင်း၊

၂။ အထက်ဖော်ပြပါ လုပ်ငန်းများတွင် လိုအပ်သည့်စက်ကိရိယာများ၊ အပိုပစ္စည်းများ၊ ကုန်ကြမ်းပစ္စည်းများနှင့် အခြားသောပစ္စည်းများကို ပြည်ပမှတင်သွင်းရန်နှင့် ထွက်ရှိလာသောကုန်ချောများ တစ်စိတ်တစ်ဒေသ ကုန်ချောများကို ပြည်တွင်းပြည်ပတွင် လက်လီလက်ကားရောင်းချရန်၊

၃။ ကုမ္ပဏီမှ သင့်လျော်လျှောက်ပတ်သည်ဟုယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန် အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ၊ ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှမဆို ငွေချေးယူရန်၊

ခြွင်းချက်။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း၌ ဖြစ်စေ၊ အခြားမည်သည့်အရပ်ဒေသ၌ဖြစ်စေ၊ အချိန်ကာလအလိုက် တည်မြဲနေသော တရားဥပဒေ များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များက ခွင့်ပြုထားသည့် လုပ်ငန်းများမှအပ အခြားလုပ်ငန်းများ ကို လုပ်ကိုင်ဆောင်ရွက်ခြင်းမပြုပါ။ ထို့အပြင် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း၌ အချိန်ကာလ အားလျော်စွာ တည်မြဲနေသည့် တရားဥပဒေပြဋ္ဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များနှင့် လျော်ညီသင့်တော်ခြင်း၊ သို့မဟုတ် ခွင့်ပြုထားခြင်းရှိမှသာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက်ထားရှိပါသည်။

Objectives of Industry and Manufacturing

(1) To carry on the business of manufacturing, growing, milling and preserving etc; of the following commodities permitted by the Government, either solely on its own or in Joint-venture with any local or foreign partners under CMP basis.

Manufacturing of Bridal Dress, Fabric and Garment Accessories under CMP Basis.

(2) To import machinery, spare parts, raw materials and others necessary for those activities mentioned above and to sell wholesale and retail finished and semi-finished products locally and abroad.

(3) To borrow money for the benefit of the Company's business from any person, firm, company, bank or financial organization in the manner that the Company shall think fit.

PROVISO:- *Provide that the Company shall not exercise any of the above objects whether in the Republic of the Union of Myanmar or elsewhere, save in so far as it may be entitled, so as to do in accordance with the Laws, Orders and Notifications in force from time to time and only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the Republic of the Union of Myanmar for the time being in force.*

FORM XXVI
PARTICULARS OF DIRETORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN
(Myanmar Companies Act, See Section 87)

Name of Company : William (Myanmar) Industrial Co., Ltd.

Present by : Mr. Wang Feng-Te
Director

	The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
1.	Mr. Wang Feng-Te	Republic of China P.P No. 306037428	3F., No. 9, Ln, 120, Jihu Road, Zhongshan District, Taipei City 104, Taiwan, Republic of China.	Businessman	Director
2.	Ms. Wei Chiu-Yen	Republic of China P.P No. 302874460	No. 42, Aly 161, Hexing Ln, Pitou Township, Changhua Country 523, Taiwan, Republic of China.	Businesswoman	Director

NOTE : (1) A Complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.

(2) A note of the changes since the last list should be made in the column for " Changes" by placing against the new Director's name the word " in place of .... and by writing against any former Director's name the word "dead " " resigned" or as the case may be giving the date of change against the entry.

Signature ....

Designation Mr. Wang Feng-Te Director

Dated this ....

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